

RULES AND REGULATIONS
FOR
MULTIPLE LISTING SERVICE
OF
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TABLE OF CONTENTS

PREFACE	DEFINITION OF MLS PARTICIPATION -----	4
SECTION 1	TYPES OF AUTHORIZED USERS -----	5
SECTION 2	ADMINISTRATION-----	6
SECTION 3	GENERAL RULES-----	7
SECTION 4	LISTING PROCEDURES-----	13
SECTION 5	SELLING PROCEDURES -----	21
SECTION 6	RENTAL PROCEDURES -----	23
SECTION 7	PROHIBITIONS -----	24
SECTION 8	ARBITRATION OF DISPUTES-----	25
SECTION 9	STANDARDS OF CONDUCT FOR MLS PARTICIPANTS -----	26
SECTION 10	AUTHORIZED USE OF MLS DATA -INTERNET DATA EXCHANGE (IDX) -----	29
SECTION 11	AUTHORIZED USE OF MLS DATA - VIRTUAL OFFICE WEBSITE (VOW) RULES -----	33
SECTION 12	AUTHORIZED USE OF MLS DATA -OTHER (Non-IDX, Non-VOW)-----	37
SECTION 13	AUTHORIZED USE OF MLS STATISTICAL AND SUMMARY DATA-----	39
SECTION 14	LOCK BOX SECURITY REQUIREMENTS -----	39
SECTION 15	ENFORCEMENT OF RULES AND REGULATIONS -----	42
SECTION 16	CHANGES IN RULES AND REGULATIONS -----	44
SECTION 17	MLS SECURITY -----	44

TABLE OF CONTENTS

APPENDIX A	APPLICATION FOR MLS MEMBERSHIP-----	45
APPENDIX B	APPLICATION FOR NON RVAR FIRM OFFICE MEMBERSHIP-----	47
APPENDIX B-A	APPLICATION FOR MLS-ONLY INDIVIDUAL AGENT MEMBERSHIP-----	49
APPENDIX C	SERVICE FEES AND CHARGES (AS OF JANUARY, 2023) -----	50
APPENDIX D	AGENT FEE EXEMPTION REQUEST 2023-----	51
APPENDIX E	LOCK BOX AND KEY SYSTEM INFORMATION-----	52
APPENDIX F	MLS MONITORING COMMITTEE GUIDELINES -----	53
APPENDIX G	SPECIAL NOTES-----	59
APPENDIX H	IDX BUSINESS RULES-----	63
	IDX BROKER AGREEMENT / IDX WEBSITE REGISTRATION FORM-----	79
	IDX SUBCONTRACTOR AGREEMENT FORM-----	80

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.

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, 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 offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board MLS is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a Board MLS where access to such information is prohibited by law.

Note: Mere possession of a broker’s license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm ‘offers or accepts cooperation and compensation’ 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 and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “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 actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. 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 make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant “actively endeavors during the operation of its real estate business” to “offer or accept cooperation and compensation” 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 shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

SECTION 1

TYPES OF AUTHORIZED USERS

- 1.1 Eligibility** Any REALTOR® (principal) or any firm comprised of REALTORS® (principals) irrespective 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 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 an "Authorized User" 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.
- 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.
- 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.
- 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.
- 1.5 Membership Application** No person or entity shall be permitted to use the Service until the principal broker of such entity has made 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 shall be permitted to use the Service until all have complied with the provisions of Section 2.4.5 (new users, transfers, and terminations).
- 1.5.1 Branch Office** Branch offices of a Participant firm will not be required to submit a separate application for membership but the Participant firm must register such branch office with the MLS to obtain a separate office code number and pay the proper application fee.
- 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.
- 1.6 Membership Approval** Upon MLS approval, the principal broker of the Participant firm will submit to MLS a copy of the listing agreement form to be used by all REALTORS® associated with the Participant firm.

SECTION 2

ADMINISTRATION

2.1 Multiple Listing Service Board

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

2.2 Service Fees and Charges

The MLS fees and charges for operation of the MLS are in effect to defray the costs of the MLS and are set forth in the attached schedule (Appendix C). The schedule may be changed from time to time by the Board. 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 60 day period.

2.3 Administrative Charges

The Board may charge a Participant administrative charges (as shown in Appendix C) for failure to comply with the provisions of Section 2.2 above. These charges may be imposed to include, but not limited to, late payment of fees, incomplete and/or improper method of payment of fees.

2.4 Billing Procedures

2.4.1 Statements and Notices The MLS will bill by invoicing the principal broker on a monthly basis for the monthly service fee for each Participant firm. The monthly fee for each user affiliated with a Participant firm will be billed to the principal broker on a monthly basis. The firm's principal broker shall be liable for all service fees, charges and administrative fees incurred in connection with use of the Service by the firm's Authorized Users. This does not prohibit the principal broker from collecting these incurred fees from each user, but does require that the principal broker must pay these fees by one individual check from the firm by the due date.

2.4.2 Payment, Suspension and Reinstatement The MLS may suspend access to the MLS after ten (10) days of notification from the MLS of delinquency, after which time the MLS may charge a reinstatement fee of \$50.00 for re-access to the Service.

2.4.3 Disputed Charges A principal broker who disputes any portion of an invoice shall 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.

2.4.4 Termination of Service The principal broker shall provide sixty (60) days prior written notice to the MLS office of discontinuance of use of the MLS. After thirty (30) days, re-application may be made in the manner prescribed in Section 1.5.

2.4.5 New Users, Transfers and Terminations The principal broker and all Authorized Users of each Participant firm shall read the MLS Rules and Regulations and sign an agreement form to adhere to the Rules and Regulations. Such form shall also include the request to add, change, and/or delete a licensee with the MLS within twenty four (24) hours of obtaining the prospective user's signature.

3.1 No Control of Commission Rates

The Roanoke Valley Association of REALTORS®, the MLS, the Participants and Authorized Users and any employee, agent, or representative of any of the foregoing, are prohibited from directly or indirectly fixing, controlling, recommending, suggesting, maintaining, or seeking to influence commission rates or fees, or the division of commissions or fees, to be earned by the sale or exchange of property whether or not such property is filed with the MLS.

3.1.1 Cooperative Compensation Specified on Each Listing The listing broker shall specify, on each listing filed with the MLS, compensation offered to other Participants for their services in the sale of such listings. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause. Participants and Authorized Users who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar: THE LISTING BROKER'S OFFER OF COMPENSATION IS MADE ONLY TO PARTICIPANTS OF THE MLS WHERE THE LISTING IS FILED. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through the MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it is impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

3.1.2 Display of Cooperative Compensation

The MLS must display the listing broker's offer of compensation for each active listing displayed on the MLS consumer-facing website. The information about the offer of compensation must be accompanied by a disclaimer stating that the offer is made only to Participants of the MLS where the listing is filed.

***NOTE 1:** In filing a property with the Multiple Listing Service of a Board of REALTORS®, the Participant of the MLS is making blanket unilateral offers of cooperation to the other Participants, and shall therefore specify on each listing filed with the MLS, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

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

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listings published by the MLS provided the listing broker informs the other brokers in writing in advance of submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

The MLS shall 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 shall not disclose in any way the total commission negotiated between the seller and the listing broker.

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

1. By showing a percentage of the gross selling price.
2. By showing a definite dollar amount.

The MLS shall not publish listings that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount, nor shall the MLS include general invitations by listing brokers to other participants to discuss terms and conditions of possible cooperative relationships.

NOTE 2: The listing broker may, from time to time, adjust the compensation offered to other MLS Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised.

NOTE 3: The MLS shall make no rule on the division of commissions between the Participants and Authorized Users. This should remain solely the responsibility of the listing broker.

NOTE 4: Nothing in these MLS Rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

3.1.2 Dual or Variable Rate Commission Agreements

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale results through the efforts of a cooperating broker; or one in which the seller agrees to pay a specified commission if the property is sold by the listing broker with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller shall be disclosed by the listing broker by marking "Y/N" in the shaded Variable Rate Brokerage field. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale that results through the efforts of the seller. If the cooperating broker is a buyer representative, the buyer representative must disclose such information to their client before the client makes an offer to purchase.

3.1.3 Short Sale and Commission Disclosure

Participants, with seller's permission, may advise but are not required to, disclose potential short sales to other Participants and Authorized Users. When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants.

3.2 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 shall not be permitted to become involved in the real estate business, except for normal activities of their jobs, under the direction of their employer.

3.3 Confidentiality Exclusive Use

Any information provided by the MLS to the Participants shall be considered official information of the MLS. Such information shall be considered confidential and exclusively for the use of the Participants and Authorized Users 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.

3.3.1 MLS Compilations

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

3.3.2 Access to Comparable and Statistical Information

Roanoke Valley Association of REALTORS® members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but do not participate in the MLS are entitled to receive by purchase, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" or "sold" information and statistical reports. This information is provided for the exclusive use of Roanoke Valley Association of REALTORS® members, REALTORS® from other Associations and individuals affiliated with the Roanoke Valley Association of REALTORS® members who are also engaged in the real estate business and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

3.3.3 Display

Participants and Authorized Users 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.

3.3.4 Reproduction

Participants or their Authorized Users shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances.

Participants or their Authorized Users 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 Authorized Users, 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 their Authorized Users 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 Authorized Users affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable 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 containing in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

3.4 Ownership

3.4.1 Ownership of MLS Compilations* and Copyrights

By the act of submitting any property listing content to the MLS, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these Rules and Regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on 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.

All right, title and interest in each copy of every Multiple Listing 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®.

Each Participant shall be entitled to purchase 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 Roanoke Valley Association of REALTORS®. Participants shall acquire by such purchase only the right to use the MLS compilations in accordance with these Rules & Regulations.

*The term “MLS compilation” used 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.

**This section should not be construed to require the Participant to purchase 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 system.

3.4.2 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.

3.5 Hold Harmless For Error

3.5.1 Operation of the Service

The authorized users 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 shall not be liable for any damages or losses of any type or nature whatsoever resulting from the interruption, suspension or termination of the MLS.

3.5.2 Reliability of Listing Information

The information published and disseminated by the MLS is communicated verbatim as filed and entered into the MLS system by Participants and Authorized Users. The Participants and Authorized Users acknowledge and agree that the MLS does not verify, nor has any obligation to verify, such information and that the MLS shall 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 Authorized User in connection with the listing procedures set forth in Section 3 and in Section 4 of these Rules and Regulations. Participants and Authorized Users shall hold the MLS harmless against all liability of the information which has been provided by the Participants and Authorized Users and for any errors in connection with the listing procedures set forth in Section 3 and Section 4 of these Rules and Regulations.

3.6 Use of Service

3.6.1 Mandatory Use

Only listings of the designated types of property located within the service area of the MLS, which are subject to an exclusive right to sell listing agreement or an exclusive agency listing, are required to be submitted to the Service. Listings of properties located outside the service area will be accepted if submitted on a voluntary basis by a Participant, but cannot be required by the Service.

3.6.2 Seller Consent or Refusal (Exempt Listings)

The listing broker shall 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 5PM next business day) of the commencement date of the listing agreement. Failure to submit the required MLS Listing Exclusion Form within the required time frame shall be considered a Violation for an Unreported Listing. Should any other agent within the MLS wish to show the property, the listing agent will cooperate to the fullest extent, and if necessary, show the property for the other agent. If an owner requests that a specific member of a Participant firm be excluded from showing the property, it shall be the same courtesy as outlined above. No excluded member's name shall be entered into the MLS system.

A seller may choose to exclude their listing from the MLS for a period of time, after which the listing will be entered into the MLS. 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: Effective May 1, 2020, MLS Participants must distribute exempt residential listings within one (1) business day once the listing is publicly marketed. See Section 4.1.1 Clear Cooperation.

4.1 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.

4.2 Registering of Listings

All exclusive right to sell and exclusive agency listings of real property located within the MLS Service Area, taken by participants **shall be entered into the MLS system no later than twenty-four (24) hours (or by 5:00 PM next business day)** after the commencement date of the listing agreement. Listings filed with the MLS system shall bear a definite beginning and termination date, contain seller's authorization to submit the listing to the MLS and show the full gross listing price as agreed to between the listing agent and the seller. Any contingency or conditions of 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.** Listings of property located outside of the MLS Service Area will be accepted if submitted voluntarily by a Participant but cannot be required by the MLS.

NOTE 1: The MLS may not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the MLS, although a "Property Data Form" may be required as approved by the MLS. However, the MLS, through its legal counsel:

1. May reserve the right to refuse to accept any listing, which fails to adequately protect the interest of the public and other Participants.
2. May assure that no listing form filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and a Participant's client (buyer or seller.)
3. Shall accept the exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the MLS acting as subagents, buyer agents, or both. The listing agreement must include the seller's authorization to submit the agreement to the MLS.
4. The different types of listing agreements include:
 - (a) exclusive right to sell
 - (b) exclusive agency
 - (c) open
 - (d) net

The MLS may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

The exclusive right to sell listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, 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 Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that a Multiple Listing Service must accept every type of listing. The Multiple Listing Service shall decline to accept open listings (except where acceptance is required by law) and net listings and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service.

4.2.1 Clear Cooperation

Within one (1) business day of marketing a residential property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants and Authorized Users. 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 (private Facebook groups) and applications available to the general public ('Public Marketing').

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 residential listings filed under Section 4.1 and residential listings exempt from distribution under Section 3.6.2 if it is being publicly marketed, and any other situation where the listing broker is publicly marketing an exclusive listing of a residential property that is required to be filed with the MLS and is not currently available to other MLS Participants and Authorized Users.

4.2.2 Inclusion of Exclusive Agency Listing

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

4.2.3 Authorized User's Interest In Property

If a Participant or any Authorized User 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 on the listing agreement and shall be shown in the data entered into the MLS system.

4.2.4 Participant as Purchaser

If a Participant or any Authorized User (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.

4.2.5 Listing Subject to Rules and Regulation of the Service

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

4.2.6 Termination Date on Listing

Listings filed with the MLS shall have a definite and final termination date, as negotiated between the listing broker and the seller.

4.2.7 Non-Filtering of Listings

MLS Participants and Authorized Users must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the name of a brokerage or agent.

4.3 Types of Properties

The following types of properties must be entered into the MLS system after receipt by the Participant or Authorized User of the above listing agreements and within the time period as stated in Section 4.1 above:

4.3.1 All single family homes for sale or exchange including townhouses and condominiums.

4.3.2 Triplex and quadplex dwellings for sale or exchange.

4.3.3 Farms with homes.

4.3.4 Manufactured homes taxed as real estate.

4.2.5 All lots and land not currently zoned commercial.

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

4.4 Listing Information

All information on listings entered into the MLS system must comply with the requirements as outlined in the MLS Monitoring guidelines. Participants and Authorized Users are required to submit accurate listing data and required to correct any known errors. All complaints received from Participants or Authorized Users regarding listings deemed to have insufficient or incorrect information to market property to potential customer shall be referred to the MLS Monitoring Committee.

4.4.1 Agent and Firm Promotion

The only agent and firm information allowed in a listing entered into the MLS system is in the designated listing agent or firm fields or in the Private Remarks field.

4.4.2 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 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.

4.4.3 Do Not Show

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

4.4.4 Owner of Record rule

Any listing entered into 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) listing shall 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 p.m. 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.

4.4.5 Seller Authorization of Public Website

Any listing entered into 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 the public websites.

4.4.6 Seller VOW Authorization

Any listing entered into 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).

4.4.7 Limited Service Listings

The MLS shall 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.

- a. Conduct marketing activities on behalf of the seller;
- b. 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;
- c. Receive and present in a timely manner written offers and counteroffers to and from the sellers and purchaser(s);
- d. Provide reasonable assistance to the seller to satisfy the seller's contract obligations and to facilitate settlement of the purchase contract.

4.4.8 Mapping Listings

Listings shall 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*.

4.4.9 Listings by Contract

The MLS Rules & 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.

4.4.10 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 into 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.

4.4.11 Listing Information – Property Addresses

At the time of filing a listing, Participants and Authorized Users must include a property address available to other Participants and Authorized Users. If an address does not 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.

4.4.12 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).

4.5 Coming Soon Listings

“Coming Soon” is an industry term for marketing a property before it is officially offered for sale. Coming Soon provides a method for a listing agent and broker to notify other Participants and Authorized Users of properties that will be made fully available for showing and marketing after preparations have been completed.

1. To enter a listing into the MLS system in a Coming Soon status, there must be a ratified listing agreement between the Seller and Listing Firm, including the RVAR Coming Soon Addendum.
2. All Coming Soon listings located within the MLS service area shall 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. The Coming Soon period will be a maximum of 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 new Start Showing Date field must be populated with the date the listing is ready to be shown. This date may be no more than 21 days from the list date but can be less than 21 days. Once a listing is entered in the MLS in a Coming Soon status, the date in the Start Showing Date field may not be extended.

With Seller's permission, a listing agent may change the status of a Coming Soon listing to Active prior to the 21 day deadline. Once the listing status is changed from Coming Soon to Active, the listing cannot be changed back to Coming Soon status in the MLS system.

4. At least one photo of the front of the property will be required when a Coming Soon listing is entered in the MLS system.
5. The required fields for properties listed in the MLS system in a Coming Soon status are the same as for an Active listing. The following fields will be hidden from view until the listing is changed to an Active status in the MLS system: Showing Instructions, Lockbox, Lockbox Hours and Owner Phone Number.
6. Days on Market (DOM) do not accrue while a listing is in a Coming Soon status.
7. A listing in a Coming Soon status may not be shown or previewed until the listing is changed to an Active status in the MLS system.
8. Coming Soon listings MAY ONLY be advertised by listing agent(s) and listing firm(s) on their own websites (agent or firm), or on social media and in print ads. Coming Soon must be prominently displayed in any advertisement. A social media post about a Coming Soon listing made by listing agent(s) and listing firm(s) may be shared on social media by other agents. Listing agent(s) and listing firms(s) may authorize third parties to post Coming Soon listings on social media, provided Coming Soon and the name of the listing agent and listing firm are prominently displayed in any such social media post.
9. Signs are allowed on listings in a Coming Soon status. Coming Soon must be prominently displayed on the sign or on the property.
10. Listings in a Coming Soon status will be displayed only in the MLS system. The MLS will not transmit these listings in data feeds to third party websites, including IDX websites.
11. The property must be off market for 60 days or more before it can be re-entered in the MLS system in a Coming Soon status, unless there is a change in ownership of the property or change in listing firm.

4.6 Listing Status

4.6.1 Change in Listing Agreement

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

4.6.2 Under Contract

The listing agent or broker shall change the listing status through the MLS system as "Pending" within twenty-four (24) hours (or by 5:00 p.m. 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 4.6.4, 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.

4.6.3 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.

4.6.4 Kickout Contingency (K)

The listing agent or broker shall change the status through the MLS system as “Contingent” within twenty-four (24) hours or (by 5:00 p.m. 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 shall enter into the MLS system within twenty-four (24) hours (or by 5:00 p.m. next business day) that the contingency on file has been fulfilled, renewed or canceled.

4.6.5 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.

4.6.6 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 5:00 p.m. 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 p.m. next business day) of delivery to all parties of a fully ratified contract.

4.6.7 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 5:00 p.m. 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 5p.m. next business day) of delivery to all parties of a fully ratified contract.

4.6.8 Withdrawal of Listing Prior to Expiration

The listing agent or broker shall change the status through the MLS system to “Withdrawn” within twenty-four (24) hours (or by 5:00 p.m. 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. Withdrawing a listing for the purpose of re-entering it as a new listing is not permitted.

4.6.9 Canceled Listings

The listing agent or broker shall change the status through the MLS system to "Canceled" within twenty four (24) hours (or by 5:00 p.m. 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 30 day period in any off market status, is not permitted.

4.6.10 Expiration, Extension, and Renewal of Listings

Listings filed with the MLS will automatically be changed to "Expired" in the MLS system 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. Any extension or renewal filed with the MLS must be signed by the seller(s). New listing agreements on properties previously entered in the system will be reentered with a new MLS number as prescribed in Section 4.4 above.

4.6.11 Closed Sales of Listings

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

4.6.12 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.

4.6.13 REALTOR® Sold FSBO Listings

Participants and Authorized Users 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.

4.7 Compliance with Listing Procedures

The principal broker of a Participant firm will be responsible for compliance by all Authorized Users of the procedures set forth in Section 4 herein. The MLS will charge the Participant an additional processing charge as described in the MLS Monitoring Committee Guidelines for any violations as noted.

4.8 Listings of Suspended or Expelled Participants

When an MLS Participant is suspended or expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Rules & Regulations or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended or expelled Participant shall, at the Participant's option, be retained in the MLS 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 or expulsion became effective.

If a Participant has been suspended or expelled from the Roanoke Valley Association of REALTORS® or MLS (or both) for failure to pay appropriate dues, fees, or charges, MLS will not provide MLS services, including continued listing information. Prior to any removal of a suspended or expelled Participant's listings from MLS, the Participant will be advised in writing of the intended removal so that the Participant may advise his clients.

SECTION 5 SELLING PROCEDURES

5.1 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:

- (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

5.1.1 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. The cooperating broker or his representative shall have the right to be present when an offer they secured is presented by the listing broker to the seller.

5.1.2 Submission of Offers

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

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

5.1.3 Right of Cooperating Broker in Presentation of Offer

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller of any offer he secures to purchase. He does not have the right to be present at any discussion or evaluation of that offer by the seller and the listing broker. However, if the seller gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions.

None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

5.1.4 Right of Listing Broker in Presentation of Counter-Offers

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser (except where the cooperating broker is a subagent). However, if the purchaser gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's written instructions.

5.1.5 Reporting of Accepted Offers

Sales shall be submitted to the MLS system by the listing broker within twenty-four (24) hours (or by 5 p.m. next business day) of delivery to all parties of a fully executed contract. If the negotiations were carried on under Section 5.1 (a) or 5.1 (b) hereof, the cooperating broker shall report accepted offers to the listing broker, sending a copy to the listing broker within 24 hours (or by 5 p.m. next business day) after acceptance.

5.1.6 Reporting of Closed Sales

Closed sales, including sales price, shall be reported to the MLS system by the listing broker within ten (10) business days of settlement. If negotiations were carried on under Section 5.1(a) or Section 5.1 (b), the cooperating broker shall report closed sales, including sales price, to the listing broker within eight (8) business days of settlement and the listing broker shall report them to the MLS within ten (10) business days of settlement.

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 Authorized Users. 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 6 RENTAL PROCEDURES

6.1 Residential Rental Listings

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

- 6.1.1** Any rental listing entered into 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 into the MLS system.
- 6.1.2** The “List Date” shall be the date the rental listing is entered into the MLS system. A separate field will indicate the availability of the rental.
- 6.1.3** The Expiration Date may not exceed the expiration terms as outlined in either the Property Management Agreement or the Exclusive Right to Rent.
- 6.1.4** All status changes must be entered into the MLS within two (2) business days of the status change. (The status of Pending is not applicable to rental listings.)
- 6.1.5** The status of “Rented” is used to indicate that the property has been rented. When the status of a rental listing is changed to “Rented” the final rent amount and term of the lease must be entered into the MLS.
- 6.1.6** The Finder’s Fee amount is optional and is to be determined by the Listing Firm/Rental Agent. Payment of the Finder’s Fee is per agreement between the Listing Firm/Rental Agent and the Renting Agent.
- 6.1.7** At least one (1) exterior photo that is an accurate representation of the front, outside of the property to be leased must be input into the MLS system but is not required to be the primary photo.
- 6.1.8** The guidelines for showing, renting a listing and earning a finder’s fee are as follow:
 - (a) Agent must follow the showing instructions in the MLS system.
 - (b) Agent must show the property and are encouraged to leave a business card.
 - (c) A rental application, to include any required fees (as determined by the Listing Firm/Rental Agent) must be delivered to the Listing Firm/Rental Agent. Prior to submission of the rental application, the Renting Agent must contact the Listing Firm/Rental Agent to confirm the correct applications and suitable methods of payment of fees.
 - (d) Acceptance or rejection of a rental application is solely at the discretion of the Property Management/Rental Agent or Owner.

SECTION 7 PROHIBITIONS

7.1 Information for Participants Only

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

7.2 Advertising

A listing shall not be advertised by any Participant or Authorized User other than the listing agent or broker without the prior consent of the listing agent or broker.

7.3 Signs

7.3.1 For Sale and Sold

Only the "For Sale" signs of the listing broker may be placed on the property. Prior to closing, only the "sold" sign of the listing broker may be placed on a property, unless the listing broker authorized the cooperating (selling) broker to post such a sign.

7.4 Solicitation of Listing Filed with MLS

Participants and Authorized Users 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 agents and brokers seeking the listing upon its expiration. 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 8 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.

- (a) 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®.
- (b) 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 REALTORS®.

SECTION 9 STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

- 9.1** MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements recognized by law that other MLS Participants have with clients.
- 9.2** Signs giving notice of property for sale, rent, lease or exchange shall not be placed on property without consent of the seller/landlord.
- 9.3** MLS Participants acting as subagents or buyer/tenant agents shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.
- 9.4** MLS Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing or other form of contractual agreement between the listing broker and the client), the MLS Participant may contact the owner 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.
- 9.5** MLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.
- 9.6** MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through the MLS or through other offers of cooperation to refer listing brokers' clients to other brokers to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.
- 9.7** The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement.
- 9.8** The fact that a prospect has retained an MLS Participant as exclusive representative in one or more past transactions does not preclude other MLS Participants from seeking such former client's future business.
- 9.9** MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.
- 9.10** When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.
- 9.11** In cooperative transactions, MLS Participants shall compensate cooperating MLS Participants and shall not compensate or offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker.

9.12 MLS Participants are not precluded from making general announcements to prospective clients 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 prospective clients in a given geographical area or in a given profession, business, club or organization or other classification or group is deemed “general” for purposes of this rule.

The following types of solicitations are prohibited: Telephone or personal solicitations of property owners who have been identified by a real estate sign, MLS compilation or other information service as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of prospective clients 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.

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

9.14 MLS Participants, acting as agent of, or in another relationship with, buyers or tenants, shall disclose that relationship to the seller/landlord’s agent at first contact and shall provide written confirmation of that disclosure to the seller/landlord’s agent not later than execution of a purchase agreement or lease.

9.15 On unlisted property, MLS Participants acting as buyer/tenant agents 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. MLS Participants shall make any request for anticipated compensation from the seller/landlord at first contact.

9.16 MLS Participants, acting as agents 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.

9.17 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 the MLS 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.

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

9.19 All dealings concerning property exclusively listed or buyer/tenants who are subject to an exclusive agreement shall be carried on with the client’s agent and not with the client, except with the consent of the client’s agent 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 prospective purchasers, sellers, tenants or landlords (“prospects”), MLS Participants shall ask prospects whether they are a

party to an 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.

- 9.20** Participants and Authorized Users, 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.
- 9.21** These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS Participants involving commissions, fees, compensation or other forms of payment or expenses.
- 9.22** MLS Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses or their business practices.
- 9.23** MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a Participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.
- 9.24** MLS Participants shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and Participants and Authorized Users may not:
1. engage in deceptive or unauthorized framing of real estate brokerage websites;
 2. manipulate (e.g., presenting content developed by others) listing 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, or to otherwise mislead consumers;
 4. present content developed by others without either attribution or without permission; or
 5. otherwise mislead consumers, including use of misleading images.
- 9.25** 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 or 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.
- 9.26** MLS Participants and Authorized Users 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 Authorized User will receive no financial compensation from any source for those services.

SECTION 10 AUTHORIZED USE OF MLS DATA -INTERNET DATA EXCHANGE (IDX)

IDX Defined: IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps and audio devices. As used throughout these Rules, "display" includes "delivery" of such listings.

10.1 Authorization

Participants' consent for display of their listings by other Participants pursuant to these Rules and Regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of his listings in IDX, 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 the listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. (See Appendix i for IDX "opt out" form.)

10.2 Participation

Participation in IDX is available to all MLS Participants engaged in real estate brokerage who consent to display of their listings by other Participants. 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. MLS Participants may not use IDX – provided listings for any purpose other than display as provided in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines.

10.3 Display

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

- 10.3.1** IDX Brokers 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.
- 10.3.2** When displaying IDX Listings other than their own, an IDX Broker shall only display those fields of data designated by the MLS. (See Appendices A-H). 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) shall 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.
- 10.3.3** Participants shall not modify or manipulate information relating to other Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS 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 additional information must be clearly identified in the immediate proximity to such data.

- 10.3.4** 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 & Regulations.
- 10.3.5** 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. Such identification shall be displayed in a readily visible color and typeface not smaller than the median used in the display of 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.
- 10.3.6** Listing information displayed pursuant to IDX shall contain those properties listed on an exclusive right to sell and exclusive agency basis which have an Active status (including pendings). Listings with a Sold status, starting from January 1, 2012, may also be displayed.
- 10.3.7** All listings displayed pursuant to IDX shall show the MLS as the single source of the information. 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 a display that includes all required disclosures. (See Appendix L for Disclaimer to Publish.)
- 10.3.8** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads not less frequently than every 12 hours.
- 10.3.9** 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 require, at its discretion, 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 200 characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (See Appendix L for Disclaimer to Publish)
- 10.3.10** The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in this MLS.
- 10.3.11** 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 this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.
- 10.3.12** Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from non-participating brokers, etc.) must display the source from which each such listing was obtained. 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 a display that includes all required disclosures.

10.3.13 Any IDX display controlled by a Participant or Authorized User 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, 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.

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.

10.3.14 No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in these Rules. Except as provided in the IDX policy and these Rules, an IDX site or a Participant or Authorized 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.

10.3.15 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 L.

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

10.3.17 Except as provided in the IDX policy and these Rules, an IDX site or a Participant or Authorized 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.

10.3.18 The MLS must designate compensation fields as non-confidential and make them available for display via Participants and Authorized Users' IDX displays.

10.4 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.

10.5 Renewal

IDX data feeds shall be renewed by the MLS on an annual basis.

10.6 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 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.

SECTION 11 AUTHORIZED USE OF MLS DATA -VIRTUAL OFFICE WEBSITE (VOW) RULES

11.1(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.

11.1(b): As used in this section, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

11.1(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.

11.1(d): As used in this section, 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.

11.2(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.

11.2(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”).

11.2(c): 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.

11.2(d): 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.

11.3(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 user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

11.3(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 180 days after the expiration of the validity of the Registrant's password.

11.3(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.

11.3(d): The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

(i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

(ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

(iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

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

(v) That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

11.3(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.

11.3(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.

11.4: 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.

11.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

11.6(a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit 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.

11.6(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

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

11.7(a): Subject to subsection (b), 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) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

11.7(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."

11.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false.

The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

11.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

11.10: 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.

11.11: 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.

11.12: 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.

11.13: 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.

11.14: 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.

11.15: A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. Participants may, at their option require Registrants to reconfirm or change passwords more frequently.

11.16: 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.

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

11.18: 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 be searched separately from listings in the MLS.

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

11.20: The MLS must designate compensation fields as non-confidential and make them available for display via Participants' VOW displays.

11.21: VOW data feeds shall be renewed by the MLS on an annual basis.

11.22: The MLS or MLS Participant may, by delivery of written notice to all other parties, terminate the VOW data feed effectively 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.

SECTION 12 AUTHORIZED USE OF MLS DATA- -OTHER (Non-IDX, Non-VOW)

- 12.1** 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 shall ensure the MLS data is used only in the manner and within the guidelines specified in these rules.
- 12.1.1** An MLS Participant may choose to use the services of a third-party subcontractor with respect to display or use of Broker Only Data. In doing so, the MLS Participant and the subcontractor must agree to the Authorized Use of MLS Data (Non-IDX, Non-VOW).
- 12.1.2** The MLS Participant shall submit a completed MLS Data Broker Agreement form to the MLS office.
- 12.1.3** The MLS Participant shall obtain from the third-party subcontractor a completed MLS Data Subcontractor Agreement and provide a copy to the MLS office.
- 12.1.4** Broker Only Data feeds shall be renewed by the MLS on an annual basis.
- 12.1.5** 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.
- 12.1.6** Improper use and/or display of the MLS data, beyond the scope authorized in Section 12.1, shall 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 would incur a \$250 fine. The procedures for appealing the violation and/or paying the fine are defined in Appendix H XI (B).
- 12.2** 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.
- 12.2.1** “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.
- 12.2.2** “BBO Use” means use of BBO Data by Participants and Authorized Users affiliated with the Participant for the following purposes:
- Brokerage management systems that only expose BBO Data to Participant and Authorized Users affiliated with Participant.
 - Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to Participant, Authorized Users affiliated with Participant and their bona fide clients as established under state law.
 - Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to Participant and Authorized Users affiliated with Participant.
 - Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

- 12.2.3** BBO Use may only be made by Participant and Authorized Users 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 Authorized Users.
- 12.2.4** There is no option for Participants to opt-out their listings from the Brokerage Back Office Feed Use as defined.
- 12.2.5** “Terms” mean the following:
- 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.)
 - Use of roster information may be limited by the MLS participation agreement and license agreements.
 - Brokerage Back Office Feed Use is subject to other NAR MLS policies and local MLS rules.
 - MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as 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.”
- 12.2.6** Improper use and/or display of the MLS data, beyond the scope authorized in Section 12.2 shall 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 would 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.
- 12.3** 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

SECTION 13 AUTHORIZED USE OF MLS STATISTICAL AND SUMMARY DATA

Use of information from the MLS compilation of current listing information, from the Association's "Statistical Report," or from any "sold" or "comparable" report of the Association or MLS by an MLS Participant 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 its 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 Association of REALTORS® (alternatively, from the Multiple Listing Service of the Roanoke Valley) for the period (date) through (date)."

SECTION 14 LOCK BOX SECURITY REQUIREMENTS

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

14.1 Lock Box System

The lock box system has been designated as an activity of the MLS.

14.2 Non-Duplicative Lock Box Key

Any key, programmer or other device (hereinafter referred to as "Key") by which a lock box 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.

14.3 Recognized Vendor

Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source. Prior to utilizing previously used Keys or boxes, information shall be obtained from the original manufacturer to determine whether the Key's pattern, code or configuration is already in use by other Associations, Multiple Listing Services or other users in the vicinity. Surrounding Associations and Multiple Listing Services shall also be contacted to determine whether the Key's pattern, code or configuration is currently in use.

14.4 Rules

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

14.5 Lease Agreements

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

Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the MLS that relate to the operation of the lock box system. The lease agreement shall also provide that Keys may not be used under any circumstances by anyone other than the Keyholder except as otherwise provided in these Rules.

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

Key lease agreements may, at the option of the MLS, contain a liquidated damages provision to offset some or all of the MLS's costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the Keyholder.

14.6 Assistant Cards

The MLS may lease Keys for the use of unlicensed personal assistants, who are under the direct supervision of a Participant or Authorized User. The assistant's Key shall be leased to the Participant or Authorized User. The Keys for unlicensed assistants shall be restricted so as to require a code from the lock box owner prior to entry.

14.7 Records

The MLS shall maintain current records as to all Keys issued and in inventory.

14.8 Seller's Authority

Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose. Inclusion in MLS compilations cannot be required as a condition of placing lock boxes on listed property.

14.9 Security of Lock Box 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 disclose Keyholder's PIN to any third party;
- d. 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;
- e. Not to duplicate the Key or the property Key or allow any other person to do so without authority from the seller;
- f. Not to assign, transfer or pledge the Key or any other rights thereto;
- g. 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;
- h. To return the property key(s) to the lock box when leaving the property;
- i. Prior to leaving the property, close and lock any windows or doors opened or unlocked by the Keyholder or by anyone admitted by the Keyholder, and follow all additional security procedures as specified by the MLS.

14.10 Lost Keys

The MLS shall charge key holders and their co-signatories with the joint obligation of immediately reporting lost, stolen or otherwise unaccountable for Keys to the MLS. Upon receipt of notice the MLS shall take any steps deemed necessary to re-secure the system.

14.11 Electronic Keys

Notwithstanding the foregoing, the MLS may lease electronic Keys to MLS Participants and others eligible to hold Keys pursuant to these requirements provided that such Keys may be deactivated, if necessary, within a reasonable period not to exceed thirty (30) days and that the Participant has authorized the Lease in writing,

14.12 Key Use Restrictions

Keyholder shall use the Key only for the purposes of gaining authorized entry into real property on which an MLS lock box 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 shall not be used or conveyed to anyone for any purpose other than to facilitate the sale or lease of real property.

14.13 Suspension or Termination of Service

- a. If a Keyholder's access to the MLS is suspended or terminated, the MLS shall suspend or terminate the access to the Key and lock box system. Should MLS access be restored, the Keyholder's access to the Key and lock box 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 felony if the crime, in the determination of the Board, relates to the real estate business or puts clients, customers or other real estate professionals at risk.
- 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, relates to the real estate business or which puts clients, customers or other real estate professionals at risk. Factors that can be considered in making such determinations include, but are not limited to:
 - the nature and seriousness of the crime
 - the relationship of the crime to the purposes for limiting lock box access
 - the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
 - time since criminal activity was engaged in
 - evidence of rehabilitation while incarcerated or following release and
 - evidence of present fitness

14.14 Lockbox Transfers

Lock boxes may be transferred between Keyholders, provided the lock box purchaser notifies the MLS office and provides a copy of the "bill of sale" from the titled lock box owner indicating the lock box serial number and shackle code.

SECTION 15 ENFORCEMENT OF RULES AND REGULATIONS

15.1 Responsibility of Authorized User

It is the responsibility of each principal broker of a Participant firm to assure compliance by all Authorized Users within their firms with the terms of these Rules and Regulations.

15.2 Violations of Rules and Regulations

All written complaints from Participants and Authorized Users related to compliance with the IDX Business Rules shall be processed as described in Appendix H of these Rules.

The MLS Monitoring Committee shall give consideration to all written complaints from Participants and Authorized Users related to compliance with the MLS Monitoring Guidelines as described in Appendix F of these Rules.

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.

The Board shall give consideration to all written complaints from Participants and Authorized Users 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. If an alleged offense of the Rules & Regulations does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board, and if a violation is determined, the Board may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Roanoke Valley Association of REALTORS® within twenty (20) days following the receipt of the Board's decision. If the Board has a procedure established to conduct hearings, any appeal of the decision of the Board may be appealed to the Board of Directors of the Roanoke Valley Association of REALTORS®.

15.2.1 Notice of Violation

Any notice of violation shall be emailed to both Participant and Authorized User (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 shall be distributed via email. All Participants and Authorized Users 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 Authorized User from their responsibility to respond to notices within the specified time periods or pay any MLS fines assessed.

15.2.2 Disciplines That May Be Imposed

By becoming and remaining a Participant or Authorized User in the MLS, each Participant and Authorized User agrees to be subject to the Rules and Regulations and any other MLS governance provision. The MLS may, through the 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 Authorized User can reasonably attend taking into consideration cost, location and duration
- d. Appropriate, reasonable fine not to exceed \$15,000

- e. Suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year
- 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 Authorized User, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or Authorized User, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS Rules during the probationary period may, at the discretion of the Board, 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.

2. MLS Participants and Authorized Users can receive no more than three (3) administrative sanctions in the 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 Authorized Users before requiring a hearing. The MLS must send a copy of all administrative sanctions against an Authorized User to the Authorized User's Participant and the Participant is required to attend the hearing of an Authorized User who has received more than three (3) administrative sanctions in a calendar year.

15.2.3 Procedure for Enforcement of Sanction

If the Participant or Authorized User refuses to accept any sanction or discipline proposed, the circumstances and the discipline proposed shall be appealed to the Board 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 Authorized User.

15.2.4 Consideration of Alleged Violations

The Board shall give consideration to all written complaints from Participants and Authorized Users having to do with violations of the Rules & 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.

15.3 Complaints of Unethical Conduct

Alleged violations of the Code of Ethics or Standards of Conduct for MLS Participants and Authorized Users shall be referred to the Roanoke Valley Association of REALTORS® Grievance Committee for processing in accordance with the professional standards procedures established in the Association's Bylaws. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association.

15.4 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 office. Such notice shall be in writing, specifically identifying the allegedly unauthorized content, and be delivered to the MLS office 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 of the MLS Rules and Regulations.

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

If the Board determines that the use of the content was unauthorized, the Board may issue a sanction pursuant to Section 15.2.2 of the MLS Rules and Regulations, 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 Board'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.

15.5 MLS Rules Violations

MLS Participants may not take legal action against another Participant for alleged rules violations(s) unless the complaining Participant has first exhausted the remedies provided in these Rules & Regulations.

SECTION 16 CHANGES IN RULES AND REGULATIONS

Amendments to the Rules and Regulations of the Service shall be considered and approved by the Board for approval in accordance with the MLS Bylaws.

SECTION 17 MLS SECURITY

17.1 Sharing of lock box Key(s) prohibited

Any Keyholder found guilty of giving a Key to a non-MLS member may be fined up to \$5,000, by the Board. 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.

17.2 PIN and Shackle Code Requests

- a. If a Keyholder has forgotten their current PIN code, they must provide either in person or via the telephone, the appropriate name, key serial number and billing address on file with Supra (or home address). MLS staff may then release the PIN code. If a Keyholder requests a new PIN code, they must appear in person with their Key and supply staff with the current PIN code on file.
- b. If a Participant or Authorized User needs to obtain a shackle code for a lock box in their inventory, they must first provide the serial number of the lock box in question, their name and Key serial number with PIN code. Only if all information provided matches what is in the Supra records will the shackle code be released. If a Participant calls on behalf of an Authorized User, 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 lock boxes owned by the Authorized User or the Participant.

17.3 Sharing of MLS access is prohibited

Any Participant or Authorized User affiliated with a Participant found guilty of giving his/her MLS user name and confidential password to a non-MLS member may be fined up to \$2,500 by the Board.

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, 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 By-Laws 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 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 Multiple Listing Service 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 Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Board Multiple Listing Service 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 'offers or accepts cooperation and compensation' 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 and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "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 actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. 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 make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" 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 shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

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: _____ Corp.: _____

4) Name of Firm (as shown by the Virginia Real Estate Board);

Office Address: _____

CITY: _____ STATE: _____ ZIP: _____

Phone #: _____ Fax #: _____

5) Broker E-mail Address: _____

6) Firm Web site Address: _____

7) Principal Broker's signature: _____

8) Date: _____

MULTIPLE LISTING SERVICE OF ROANOKE VALLEY INC.

4358 Starkey Road, SW

Roanoke, VA. 24018

Phone: 540-772-0526

Fax: 540-772-8058

APPLICATION FOR MLS-ONLY 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, in the amount of \$250.00, (\$125.00 if a Branch office of a participant) 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, suspending, expelling, or otherwise disciplining 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 By-Laws 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 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 Multiple Listing Service 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 Multiple Listing Service “membership” or “participation” unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a Board Multiple Listing Service 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 'offers or accepts cooperation and compensation' 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 and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “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 actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. 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 make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant “actively endeavors during the operation of its real estate business” to “offer or accept cooperation and compensation” 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 shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

Participant hereby submits the following information for your consideration.

- 1) NAME of PRIMARY ASSOCIATION _____
- 2) NAME of Principal Broker (exactly as shown on license): _____
- 3) Firm VA License No. _____ Broker License No : _____
- 4) Sole Owner _____ Partnership _____ Corp. _____
- 5) Name of Firm (as shown by the Virginia Real Estate Board) _____
- 6) Office Address: _____
City: _____ STATE: _____ ZIP: _____
- 7) Broker E-mail Address : _____
- 8) Firm Web site Address: _____
- 9) Broker's Home Address: _____

ZIP # _____ Telephone # _____ FAX # _____
- 10) Principal Broker's Signature: _____
- 11) Date: _____

MULTIPLE LISTING SERVICE OF ROANOKE VALLEY INC.
4358 Starkey Road, SW
Roanoke, VA. 24018
Phone: 540-772-0526
Fax: 540-772-8058

APPENDIX C

SERVICE FEES AND CHARGES (AS OF January, 2023)

1. Initial Participation Fee (ONE TIME ONLY)	
New Participant Firms	\$250.00
2. Monthly Firm Service Fee	\$ 25.00
3. Monthly MLS Service Fee (per user)	\$ 36.00

NOTE: Payments to be made in accordance with Section 2 of these Rules and Regulations.

ADMINISTRATIVE CHARGES

The Multiple Listing Service will assess one and one half percent (1.5 %) interest on any unpaid balance due because of late payment, incomplete payment or improper method of payment.

MLS billing will be done as of the 10th of each month based on your company roster as of the 1st of that month. Payment must be received in the MLS office before the 10th of the following month. Payment must be received from the Principal Broker, checks from individual agents cannot be accepted.

If the previous month's portion of the bill remains unpaid services to the MLS will be terminated on the last business day of the month. To have your service re-instated, the outstanding fees plus a \$50 reconnection fee must be received in the MLS office.

APPENDIX D

AGENT FEE EXEMPTION REQUEST 2023

I, _____, ASSOCIATED WITH _____
(AGENT NAME) (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 THE EXEMPTION:

1. I MAY NOT PARTICIPATE IN, OR BENEFIT FROM, THE MULTIPLE LISTING SERVICE, INC.
2. I MAY NOT PARTICIPATE AS 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 LOCK BOX 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 LICENSEE BELOW:

I, _____, HEREBY CERTIFY THAT I AM THE INDIVIDUAL HEREIN
(AGENT NAME)

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: _____ SIGNED: _____
(APPLICANT) (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

LOCK BOX OPENING DEVICE NUMBER: _____ DEACTIVATION DATE: _____

**MULTIPLE LISTING SERVICE OF ROANOKE VALLEY INC.
4358 Starkey Road, SW
Roanoke, VA. 24018
Phone: 540-772-0526
Fax: 540-772-8058**

APPENDIX E

LOCKBOX AND KEY SYSTEM INFORMATION

Schedule of Payments:

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

Lease of Keys

Keys are leased by the Agent at a cost of \$50.00 (One time fee)

Service Fee

eKey Users: A monthly service fee will be charged by Supra. The amount may be adjusted annually by Supra.

Lockboxes

Lock boxes may be purchased at the Association office.

NOTE:

REALTORS® with unlicensed assistants may also lease a restricted Key for their assistants' use.

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 Roanoke Valley Multiple Listing Service 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 on-site preview of properties on a regular basis.

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

To direct violations using the MLS Rules & 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 shall be referred to the MLS Policy Committee for further consideration.

3. Categories of Violations, Their Definitions & 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, including a missing front view photo.

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 shall 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 24 hours (or by 5:00 PM the 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 P below.

If the MLS has been informed by a Participant or Authorized User that a pending or contingent sale has not been reported to the MLS within 24 hours (or by 5:00 PM the 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 provided, the MLS will assess the listing agent a \$100 fine. Upon receipt of the fine notice, the listing agent has seven (7) 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 5:00 PM the 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 into the MLS system within 24 hours (or by 5:00 p.m. the 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 P below.

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 provided, 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 "SOLD".

This violation triggers the Violation Notice marked for Sold. This violation is eligible for the Grace Period, as described in Paragraph P below.

If the MLS has been informed by a Participant or Authorized User 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 provided, 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 P below.

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 provided, 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 P below.

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 provided, 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 into 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 P below.

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 provided, 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 P below.

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 provided, 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 P below.

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 provided, 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 60 days or more before it can be re-entered into the MLS system in a Coming Soon status, 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 P below.

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 provided, the MLS will assess the listing agent a \$100 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. 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 has been informed by a Participant or Authorized User that a listing has been improperly withdrawn from the MLS system, the MLS will charge the listing agent a \$100 fine.

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 30 day period in any off market status, is not permitted.

This violation triggers the Violation Notice marked Improper Cancel.

If the MLS has been informed by a Participant or Authorized User that a listing has been improperly cancelled in the MLS system, the MLS will charge the listing agent a \$100 fine.

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 has been informed by a Participant or Authorized User 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 charge the Listing Agent a \$100 fine.

N. Unreported Listings –are listings located within the MLS service area that have not been entered into the MLS system within 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 has been informed by a Participant or Authorized User that a listing has been advertised and has not been entered into the MLS system, the MLS will charge the listing agent a \$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 Q 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 has been informed by a Participant or Authorized User that a Coming Soon listing has been shown or previewed, the MLS will charge the agent a \$100 fine. Showing a Coming Soon Listing violations are subject to progressive fines as described in Paragraph Q 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 (See Section 4.4) is prohibited.

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

If the MLS has been informed by a Participant or Authorized User that a Coming Soon listing has been advertised in a manner that violates the MLS Rules, the MLS will charge the listing agent a \$100 fine. Improper Advertising of a Coming Soon Listing violations are subject to progressive fines as described in Paragraph Q below:

Q. 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 provided.

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.

R. Progressive Fines – Any agent who receives notice of an MLS Monitoring violation (see N-P above) is subject to the following schedule of fines:

1st violation = \$100 fine

2nd violation = \$250 fine

3rd violation = \$500 fine

4th violation = \$750 fine

Any subsequent violation = \$750

Violations (see N-P above) which are subject to progressive fines accumulate as long as the agent is an MLS member, rather than during a calendar year.

4. Handling of Violations

Committee member should fill out the MLS Rules & 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. Also, 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 shall be made at the next called meeting of the Committee. The MLS Monitoring Committee, upon receipt of the written appeal, shall 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 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 Board. The MLS Monitoring Chairperson will present a summary of the violation and appeal to the Board. The 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 Board's determination within three (3) business days of the Board meeting. The decision of the Board is final and binding and is not subject to further review.

6. Failure to Pay Fines

When a violation is processed which incurs a fine 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 business days of receipt of the Fine Notice.

APPENDIX G

SPECIAL NOTES

MLS 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 must not show a yard sign or have any office or agent promotion, **(including watermarks)** in keeping with existing MLS rules.

Also, 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 primary 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, shall be submitted by the listing agent to the MLS office within 48 hours of entering the listing in the MLS.

COPYING 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) days if the photos remain on the listing. Abuses reported to the MLS Monitoring Committee may result in a fine to 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.

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 listed value 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.

SQUARE 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 Grade Square 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.”

PROPERTY TYPES: Properties must be entered under the appropriate category.

Residential – This Property type will be used to identify single-residence properties.

1. **Detached** – This Residential Type will typically but not exclusively be used to identify traditional free standing homes.
2. **Attached** – This Residential Type will typically but not exclusively be used to identify condominiums, townhomes, and patio homes.

Multi-Family - This Property type will be used for all multi-family residence (2 or more units).

Farm- This Property type will be used for a farm with a residence.

Land – This Property type will be used to identify land (regardless of size) either containing no residence/commercial building, or the residence/commercial building having no appreciable value compared to the land value. Land that is zoned for commercial use may be listed in the Land Property Type and/or the Commercial Property Type.

1. **Land Type: Lot** – This Land type will typically but not exclusively be used to identify a residential zoned lot with only one potential building site.
2. **Land Type: Land** - This Land type will typically but not exclusively be used to identify land with more than one potential building site, and characterized by acreage.

Commercial – This Property type will be used to identify properties zoned by its municipality as commercial or industrial.

Note: Commercial Properties may be entered into the MLS system at the discretion of the listing agent.

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 as are follows:

- Waterfront Property
- Water Access Only Property
- 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 shall also be specified in the space provided. Note: For Smith Mountain Lake properties, waterfront is defined by the 800 ft. contour.
- **Waterfront Residential-Attached homes:**
Residential-Attached homes (typically condominiums, townhouses 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 waterfront shall also be specified in the space provided as 0.0.

Water Access Only Property will include only 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 the 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*.

MANUFACTURED 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.

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 RVAR 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 Roanoke MLS 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:** See *Types of IDX*
- **Broker IDX:** See *Types of IDX*
- **IDX Agent:** An Agent of an IDX Broker who is authorized to employ Agent IDX
- **IDX Subcontractor:** A third-party vendor who is in agreement with the Authorized Use of IDX section of the IDX Business Rules, and has provided the IDX Broker a signed IDX Subcontractor Agreement
- **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:

- A. 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.
- B. 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:

- A. Broker IDX:** Broker IDX is IDX made available to all IDX Brokers for the limited electronic display and delivery of IDX Listings.
- B. 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 V.A.4 below. 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 The 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. NOTE: 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. No portion of the IDX database shall be used, or provided to a third party to be used, for any purpose other than those expressly provided for in these rules. This applies not only to IDX Brokers and IDX Agents, but also to any third-party. Except as provided in these rules, a Broker or Agent operating an IDX electronic display or delivering IDX listings may not distribute, provide, or make any portion of the MLS database available to any person or entity.
 - e. 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 Subcontractor, 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. The IDX Agent is prohibited from gaining access to the Raw IDX Data.

c. MLS has provided a list of authorized IDX vendors serving Agent IDX. This list is included in a document entitled "Authorized Vendors for Agent IDX", and is located on RVAR's web site. IDX Agents will be limited to vendors on this list, with one exception (see next paragraph).

d. If an IDX Broker is currently using a custom Broker IDX solution (using Raw IDX Data) from a vendor not listed in the "Authorized Vendors for Agent IDX" document, the IDX Broker is authorized to provide a custom Agent IDX solution for his or her agents using the IDX Broker's same vendor.

e. An IDX Broker may also allow his Agents to **Link* to the IDX Broker's website. Any Agent web site 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 Uses the Services of a Third-Party Web Developer:

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

1. The IDX Broker shall obtain from the third-party vendor a completed IDX Subcontractor Agreement (see Appendix L).
2. MLS shall obtain from the IDX Broker a completed IDX Broker Agreement / IDX Web Site Registration (see Appendix K). Only then shall RVAR provide IDX Data access to the IDX Broker.
3. Once the third-party vendor has agreed with, signed, and submitted the IDX Subcontractor Agreement (see Appendix L) to the IDX Broker, the third-party vendor (IDX Subcontractor) is authorized to have access to IDX Data. The IDX Broker may then provide IDX Data access to the IDX Subcontractor. The IDX Broker shall never allow a third-party vendor to obtain access to IDX Data without the vendor first agreeing to and signing a Subcontractor Agreement Form. The IDX Broker shall keep the IDX Subcontractor Agreement on file, and provide a copy to RVAR.
4. The IDX Subcontractor shall provide to RVAR (upon request) a list of their Broker IDX and Agent IDX subscribers, to include the member's full name and web site URL.
5. The IDX Broker shall immediately notify RVAR staff of any unauthorized use of IDX Data for which the IDX Broker is responsible.

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 (on *IDX Broker Agreement / IDX Web Site Registration Form*):

1. All copyrights and intellectual property rights are the exclusive property of the Multiple Listing Service of The 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 Subcontractor, the IDX Broker shall ensure IDX Data is used only in the manner and within the guidelines specified in these rules.
3. The IDX Broker will hold harmless RVAR.

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

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

- a. Although the Multiple Listing Service of The Roanoke Valley is the single source for these listings, listing data appearing on this web site 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 The Roanoke Valley. Whether obtained from a search result or otherwise, visitors to this web site 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 The Roanoke Valley is the single source for IDX Listings. (See DISCLAIMERS TO PUBLISH)

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

C. IDX Brokers 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.

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 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 shall not alter data of IDX Listings other than their own. This is not to say that an IDX Broker 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 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 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. IDX listings from REALTOR® Associations MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources (such as from non-participating brokers etc.) When listings are obtained from other sources, the source for such listings must be displayed.
- K. An IDX Broker shall not display branded virtual tours on IDX Listings other than their own.
- L. 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.
- M. 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.
- N. IDX Broker 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.
- O. 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.
- P. 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

- A. Residential (appendix – a)
- B. Lots & Land (appendix – b)
- C. Multi-Family (appendix – c)
- D. Farms (appendix – d)
- E. Rentals (appendix – e)
- F. 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 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.

XI. IDX Compliance:

- A. IDX Broker Agreement & Registration:

1. Broker Opt-Out form (*appendix –g*)

2. Broker Opt-In form (*appendix – h*)

3. IDX Broker Agreement / IDX Web Site Registration Form (*appendix - i*)

- a. All Broker IDX electronic displays requiring direct access to Raw IDX Data must be registered with RVAR prior to becoming IDX-enhanced. Registration includes not only notifying the MLS of their intention to display IDX information, but agreeing to all IDX Business Rules and signing an RVAR form confirming the IDX Brokers' understanding and compliance. The IDX Broker must also give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.
- b. This form will include all disclosures and disclaimers listed in the Required IDX Disclosures and Disclaimers section, as they apply to the IDX Broker.

4. Subcontractor Agreement Form (for IDX Subcontractor) (*appendix - j*)

- 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 IDX 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

B. Processing of Violations

1. RVAR Leadership shall appoint each year an IDX Appeal Group, comprised of ten (10) or more IDX Brokers. From this group, appeal panels of 3-5 IDX Brokers can be convened in a timely manner, as needed.
2. Staff sends out violation notice to the email address of violator.
3. Violator shall have 10business days from date of affirmative notice to correct violation, disable IDX Data on the

electronic display or appeal the violation to the IDX Appeal Group.

4. If violation is corrected or IDX Data on the electronic display disabled during the 10 business day period, then no fine will be imposed.
5. If no action is taken within the 10 business day period – including no appeal filed -- then the fine shall be automatically imposed and must be paid within 10 business days following the initial 10 business day period.
6. If appeal filed, an appeal panel of 3-5 members of the IDX Appeal Group shall be impaneled to hear the appeal. An IDX Broker who opts to file an appeal shall have the right to appear before the IDX Appeal Panel. Payment of fine and correction of alleged violation will be held in abeyance pending ruling of the Appeal Panel.
7. If appeal denied by Appeal Panel, violator may re-appeal to the Board of Directors within 10 business days of denial. If no re-appeal is filed, fine must be paid within 20 business days of notification of denial.
8. If violator re-appeals to the 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 does not have the right to appear before the Board. The Board of Directors (or panel thereof) will make its decision based solely on the same information reviewed by the IDX Appeal Panel.
9. If re-appeal denied by Board of Directors (or panel thereof), fine must be paid within 20 business days of denial.
10. If a fine is paid, 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 month period. The second fine must be paid within 10 business days from postmark of the second fine notice.
11. 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 month period. Access to IDX Data shall not be restored until proof of correction shall be furnished to the staff.
12. If a fine is not paid on time, the violator shall receive notification that the fine is overdue. If fine is not paid within 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.	ML#
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, SA Compensation*

** 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.	ML#
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, SA Compensation*

* *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.	ML#
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, SA Compensation*

** 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.	ML#
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, SA Compensation*

* *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.	ML#
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, SA Compensation*

* *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.	ML#
2.	List Price
3.	Commercial Type
4.	List Office
5.	Primary Photo

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

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

IDX OPT-OUT FORM

This form permits you to Opt Out of the Roanoke Valley MLS 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: _____

(NOTE OF EXPLANATION: This form would only be provided, upon request, to an opt out Broker who wanted to change his mind and opt in.)

IDX OPT-IN FORM

This form permits you to Opt In to the Roanoke Valley MLS 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 MLS 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: _____

IDX Broker Agreement / IDX Web Site Registration Form

The MLS of the Roanoke Valley | 4358 Starkey Road, Roanoke, VA 24018 | Fax: (540) 772-8058 | leb@rvar.com

The form is to be kept on file by both the broker and the MLS. Send the completed form to the above location

The purpose of this form is to provide:

1. Authorization for the MLS to create an IDX Raw Data account to access IDX Listings
2. Registration of a Broker's IDX Website or direct access to IDX electronic display
3. Identification of the Subcontractor who will be providing services to the broker using this data

This form must be accompanied by the associated IDX Subcontractor Agreement Form. Such accounts are only available to subcontractors who develop using the RETS standard. The Broker should confirm this with the subcontractor prior to submitting this form.

Broker Details

Firm Name: _____

Designated Broker: _____

Firm Street Address: _____

Firm City, State, Zip: _____

Firm Phone: _____, Firm Fax: _____

Contact Email: _____

IDX Website URL or direct access to IDX electronic display: _____

Subcontractor Details

Subcontractor Firm Name: _____

Primary POC: _____

Street Address: _____

City, State, Zip: _____

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

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

The IDX Broker is responsible for ensuring the IDX Website or electronic display is in full compliance with the IDX Business Rules.

The IDX Broker will hold harmless RVAR.

The IDX Broker shall immediately notify RVAR staff of any unauthorized use of IDX Data for which the IDX Broker is responsible.

Designated Broker Signature

_____/_____/_____
Date

IDX Subcontractor Agreement Form

The MLS of The Roanoke Valley | 4358 Starkey Road, Roanoke, VA 24018 | Fax: (540) 772-8058 | leb@rvar.com

The form is to be kept on file by the Subcontractor, Broker and the MLS. Send the completed form to the above location.

The purpose of this form is to provide:

4. Identification of the IDX Subcontractor (including technical contacts) who will be serving the IDX Broker
5. Identification of the IDX Broker who will be served by the IDX Subcontractor's use of this data
6. Responsibilities of the IDX Subcontractor regarding use of the IDX Data, and Agreement to the terms

This form must be accompanied by the associated IDX Broker Agreement Form. Such accounts are only available to subcontractors who develop using the RETS standard. The IDX Subcontractor should affirm this with the IDX Broker prior to submitting this form.

Subcontractor Details

Subcontractor Firm Name: _____

Primary Subcontractor POC: _____

Street Address: _____

City, State, Zip: _____

Technical POC for Account Setup: _____

Technical POC Email: _____

Technical POC Phone: _____

Broker Details

Firm Name: _____

Broker Name: _____

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

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

Scope: IDX Brokers may hire a third-party person or company (subcontractor) to develop and maintain an IDX electronic display. The subcontractor, acting as an agent of the IDX Broker, will have access to IDX Data. Because a subcontractor is directly representing the IDX Broker, the subcontractor's use of IDX data must comply with the IDX Business Rules.

Agreement: As a prerequisite to authorizing a subcontractor's access to IDX Data, the subcontractor must understand and agree to all statements within the IDX Subcontractor Agreement. This form shall remain on file by the IDX Broker.

The subcontractor shall provide to RVAR (upon request) a list of their Broker IDX and Agent IDX subscribers, to include the member's full name and web site URL or direct access to member's IDX electronic display.

The subcontractor shall use IDX Data only to serve the needs of the broker. The unauthorized retrieval or use of IDX data is prohibited. If the subcontractor becomes aware of any misuse of data or compromised access codes, he or she will immediately notify the IDX Broker. The IDX Broker shall then immediately notify RVAR.

IDX Subcontractor

_____/_____/_____
Date

