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Rules & Regulations

Multiple Listing Service

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Multiple Listing Service

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PREFACE

HISTORY and BACKGROUND of MULTIPLE LISTING

HISTORY:

Multiple listing, in one form or another, dates back into the nineteenth century. The first Board of REALTORS was established as "Real Estate Exchanges." On certain appointed days, the Members of a Board of REALTORS gathered at the Board offices and "exchanged" information about their listings. They, in effect, carried on an auction as they frequently came prepared to purchase certain property desired by their principals, but listed by another Broker. This practice was common in the 1880's and 1890's. Shortly after the end of the nineteenth century, the term "multiple listing" was in use. It is mentioned as an activity of Boards of REALTORS as early as 1907.

In the 1920's, multiple listing had become widely accepted. The expansion of this function continued through succeeding years and spread throughout the country with the result that today hundreds of local Boards of REALTORS provide Multiple Listing Services, in one form or another, to their Members.

DEFINITION:

A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease). (Amended 09/21/06)

PURPOSE:

Through the facility of multiple listing, information concerning individual listings can be made known to all REALTORS who participate in the activity. In Boards of REALTORS with few Members, the actual operation can be very simple. Each REALTOR can duplicate enough copies of the information concerning his listing to distribute to all other Participants. However, when many REALTORS are involved, the distribution of information becomes more burdensome and may require reasonable rules of procedure and efficient central office management to expedite the service. Regardless of the method, however, the basis of the multiple listing activity is the creation of a facility whereby REALTORS may most effectively invite other brokers to enter into cooperative agreements with them for the sale of their listings and provide information necessary to permit such cooperation; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisal and other valuations of real property; and by which Participants engaging in real estate appraisal contribute to common databases.

RULES and REGULATIONS

Centre County Association of REALTORS® MULTIPLE LISTING SERVICE

LISTING PROCEDURES

Section 1.0 Listing Procedures: Listings of real or personal property of the following types, (including "Office Exclusives"), which are listed subject to a real estate broker's license, and are located in the territorial jurisdiction of the Multiple Listing Service, and are taken by Participants on an "Exclusive Listing for Sale" form accepted by the Service shall be delivered* to the Multiple Listing Service within two (2) business days after all necessary signatures of seller(s) have been obtained:

**Note: The term "delivered", whenever used in the Rules & Regulations, means to enter the information into the MLS computer system.*

- (a) Existing family homes for sale or exchange.
- (b) Existing two-family residential buildings for sale or exchange.
- (c) New construction, when under roof, partitions set and dry wall, or sooner if desired.
- (d) Condominiums and Townhouses.

Note:

1. Only listings from the above types of listings entered after the two (2) business day deadline will be subject to a late fee being charged to the Participant.(06/12/03)
2. Brokers or sales persons, other than the principal officer of the real estate firm, are not considered "Participants" in the Service, but may be referred to as "Subscribers". Subscribers have access to and use of the Service through the principal(s) with whom they are affiliated.

The Multiple Listing Service does not require a Participant to use a listing form other than the form the Participant individually chooses to utilize, provided the listing is of a type accepted by the Service. However, the MLS, through its legal counsel: (1) May reserve the right to refuse to accept a listing which fails to adequately protect the interest of the public and the Participants. (2) Assure that no listing submitted to the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client, (Buyer or Seller).

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement, which make it possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents or transaction licensees.

The listing agreement must include the Seller's written authorization to submit the agreement to the Multiple Listing Service.

The different types of listing agreements include Exclusive Right to Sell; Exclusive Agency; Open and Net. (The Service 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 Multiple Listing Service 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 exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. The Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that the Multiple Listing Service must accept every type of listing. The Multiple Listing Service shall decline to accept open listings and net listings and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service.

Types of Properties: The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be submitted to the Service and other types that may be submitted to the Service at the Participant's option; provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate Broker:

1. Subdivided Vacant Lots
2. Farm and Land
3. Business
4. Motel, Hotel
5. Mobile Home [If accompanied by the assignment of the lease or sale of the land on which the mobile home is situated.]
6. Mobile Home Parks
7. Commercial & Industrial
8. Apartment Complex
9. New Construction [Prior to condition in Section 1.0(c)]

Section 1.1 Listings Subject to Rules and Regulations of the Services: Any listing taken on a contract to be submitted to the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the Seller(s) and the listing agent or the Broker.

Section 1.2 Detail on Listings Filed with the Service: A listing agreement shall be completed in every detail which is ascertainable as specified on the property data form. Any new listing or comp sale shall include a photograph or rendering of the subject property. (Amended 10/09)

Public remark sections cannot contain the listing agent's personal or company website or phone numbers or any self/company promotion. Any links have to be to property specific websites but not to company or agent promotional sites. Example is a link to www.123mainst.com for a property is acceptable. A link to www.janedoe.com or www.yousellrealty.com is not acceptable. A link that goes to an agent or company website first to connect to the property information is also not allowed. (Adopted 10/09)

Section 1.2.1 Limited Service Listings: Listing agreements under which the listing broker will not provide one, or more, of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) advise the seller(s) as to the merits of offers to purchase;
- (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol "LS" in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.3 Exempted Listings: If the Seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing as an "Office Exclusive", and such listing shall be filed with the Service within two (2) business days but not disseminated to the Participants.

Note: When filing an "Office Exclusive", the Service requires the listing be submitted on an Office Exclusive form provided by the Association Office.

Section 1.4 Change of Status of Listing: Any change in listed price, or other change in the original listing agreement shall be made only when authorized in writing by the Seller and shall be submitted to the Service within two (2) business days after the authorized change is received by the listing Broker. Failure to comply with this procedure will result in a fine to the listing Broker.

Section 1.4.1 Status Change for new MLS Number: All status changes are subject to the report date (date entered) of such changes. No listing will be allowed to have a new MLS number unless it has been:

- (1) Withdrawn for a period of 30 days, or,
- (2) Expired for a period of 30 days from such report date, or,
- (3) Re-listed under a different listing office broker number, or,
- (4) Re-listed by a different agent in the same office who is not a member of the former agent's team and provided the office broker and/or manager signs a statement to this effect.

Failure to comply with this procedure will incur fines to the listing Broker as follows: First violation \$100, second violation \$500 and subsequent violations \$1,000 for each non-compliance to this provision for new MLS numbers. In addition to the fines levied for the violation, the listing will revert to the previous number as soon as the multiple listing service has been made aware of and confirmed the violation.
(Adopted 06/21/07)

Section 1.5 Withdrawal of Listing Prior to Expiration: Listings of property may be withdrawn from the Multiple Listing Service by the listing Broker before the expiration date of the listing agreement provided withdrawal request is signed by the Seller and the listing Broker.

Note: If a listing is temporarily taken off the market; and not reactivated by its expiration date; the listing will expire.

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

Section 1.6 Contingencies Applicable to Listings: Any contingency or unusual terms in a listing agreement shall be specified and Participants notified.

Section 1.7 Listing Price Specified: The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings.

Section 1.8 Listing Multiple Unit Properties: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and submitted to the MLS. When part of a listed property has been sold, proper notification should be given to the MLS.

Note: When the primary lot or unit is sold and others are still available; the listing Broker must close the listing and submit a new listing which names an unsold unit or lot as the primary. When a secondary unit/lot is sold, the listing Broker must submit comparable (comp) information.

Section 1.9 No Control of Commission Rates or Fees Charged by Participants: The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

Section 1.10 Expiration of Listings: Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. If notice of renewal or extension is received after the listing has been removed from the compilation of current listings for 30 days or more, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. (Adopted 06/21/07)

Section 1.11 Termination Date on Listings: Listings submitted to the Service shall bear a definite and final termination date as negotiated between the listing Broker and the Seller.

Section 1.12 Jurisdiction: Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to the Service. Listings of property located outside the MLS's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service

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

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

Section 1.15 Listings of Resigned Participants: When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Multiple Listing Service, the resigned Participant must be advised in writing of the intended removal, so the resigned Participant may advise his clients.

SELLING PROCEDURES

Section 2.0 Showings and Negotiations: Appointments for showings and negotiations with the Seller for the purchase of listed property submitted to the Multiple Listing Service shall be conducted through the listing Broker except under the following circumstances:

- (a) the listing Broker gives the cooperating Broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, the cooperating Broker cannot contact the listing Broker or his representative. However, the listing Broker, at his option, may preclude such direct negotiations by cooperating Brokers.
- (c) No member of the public, client, inspector or worker may be left at a property listed in the MLS unattended without the express written authorization by the Seller.

Section 2.1 Presentation of Offers: The listing Broker must make arrangements to present the offer as soon as possible.

Section 2.2 Submission of Written Offers: The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer: The cooperating Broker (sub-agent, buyer agent or transaction licensee) or his representative has the right to participate in the presentation to the Seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the Seller or lessor and the listing Broker. However, if the Seller or lessor gives written instructions to the listing Broker that the cooperating Broker not be present when an offer the cooperating Broker secured is presented, the cooperating Broker has the right to a copy of the Seller's or lessor's written instructions. None of the foregoing diminishes the listing Broker's right to control the establishment of appointments for such presentations.

Section 2.4 Right of Listing Broker in Presentation of Counter-Offer: The listing Broker or his representative has the right to participate in the presentation of any counter-offer made by the Seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating Broker is a sub-agent). However, if the purchaser or lessee gives written instructions to the cooperating Broker that the listing Broker not be present when a counter-offer is presented, the listing Broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5 Reporting Sales to the Service: Status changes, including final closing of sales shall be reported to the Multiple Listing Service by the listing broker within two (2) business days (48 hours) after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating Broker shall report accepted offers to the listing Broker within two (2) business days (48 hours) after occurrence and the listing broker shall report them to the MLS within to two (2) business days (48 hours) after receiving notice from the cooperating broker. Closed sales shall be reported to MLS within 14 business days. (Amended 10/09)

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

Section 2.6 Reporting Resolutions of Contingencies: The listing Broker shall submit to the Multiple Listing Service, within two (2) business days, that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 Advertising of Listing Filed with the Service: A listing shall not be advertised by any Participant, other than the listing Broker, without the prior consent of the listing Broker.

Section 2.8 Reporting Cancellation of Pending Sale: The listing Broker shall submit, immediately, the cancellation of any pending sale to the Multiple Listing Service immediately by placing the property *Back on the Market* or *Withdrawing* the listing, as authorized by the Seller(s).

REFUSAL TO SELL

Section 3.0 Refusal to Sell: If the Seller of any listed property submitted to the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

PROHIBITIONS

Section 4.0 Information for Participants Only: Any listing submitted to the Service shall not be made available to any Broker or firm not a Member of the MLS, without the prior consent of the listing Broker.

Section 4.1 "For Sale" Signs: Only the "For Sale" signs of the listing Broker may be placed on the property.

Section 4.2 "Sold" Signs: Prior to closing¹, only the "Sold" sign of the listing Broker may be placed on a property, unless the listing Broker authorizes the cooperating (selling) Broker to post such a sign.

Note:

1. *By checking the appropriate boxes on the Listing for Sale Agreement the Seller gives permission for the placement of a Sale and Sold sign.*
2. *All signs must be placed on the Seller's property. Some municipalities prohibit the placement of signs between the curb and sidewalk.*
3. *All signs are subject to municipality regulations.*

Section 4.3 Solicitation of Listing Filed with the Service: Participants shall not solicit a listing on property submitted to the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4.

This Section is intended to encourage Sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by Brokers and salespersons seeking the listing upon its expiration. Without such protection, a Seller could receive numerous telephone solicitations, communications, and visits from REALTORS® who desire to substitute themselves for the present Broker when the listing expires.

This Section is also intended to encourage Brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the Seller to breach the listing agreement or to interfere with their attempts to market the property. Without the protection afforded by this Section, listing Brokers would be reluctant to disclose the identity of the Seller or the availability of the property to other Brokers.

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

Section 4.4 MLS Books: The MLS Book is for the exclusive use of the Participant and Subscribers affiliated with the Participant. The MLS Book is not to be distributed to any person other than Subscribers affiliated with the Participant.

Under no circumstances should a copy of the MLS Book be given or lent to a customer or client.

Section 4.5 MLS Lock Box Keys: MLS lock box keys are for the exclusive use of a Participant and Subscribers (including licensed or certified appraisers) affiliated with the Participant of the Multiple Listing Service, and other Association designees as recommended by the MLS Committee and approved by the Board of Directors. All keys shall be returned to the Multiple Listing Service within two (2) business days after a Participant and Subscribers (including licensed or certified appraisers) terminates his/her affiliation with the MLS Service.

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.

Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source. Surrounding Boards and Multiple Listing Services shall also be contacted to determine whether the key's pattern, code or configuration is currently in use.

The lock box system is an activity of the Association-owned and operated Multiple Listing Service, 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 Association or 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 key holder except as provided elsewhere in this statement of policy.

No one shall be required to lease a key from the Association except on a voluntary basis.

Key lease agreements shall contain a liquidated damages provision.

Association shall maintain current records as to all keys issued and in inventory. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or alternatively, by receipt of a statement signed by the key holder and the designated REALTOR®, broker of record attesting that the key is currently in possession of the key holder.

Lock boxes may not be placed on a property without written authority from the seller. This authority to be established in the listing contract or in a separate document created specifically for the purpose.

Association shall require key holders to immediately report lost, stolen, or otherwise unaccountable for keys to the Association. Upon receipt of notice, the Association shall take any steps deemed necessary to resecure the system.

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.

DIVISION OF COMMISSIONS

Section 5.0 Cooperative Compensation Specified on Each Listing: The listing Broker shall specify, on each listing submitted to the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale (or lease). The listing broker's obligation to compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement, at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the

listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

In filing a property with the MLS, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing submitted to the Service the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating Broker has the right to know what his compensation shall be prior to his endeavor to sell.

The compensation specified on listings submitted to the Service may appear in one of two forms. The essential and appropriate requirement by the Multiple Listing Service is that the published 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 producing an offer to purchase.

The compensation specified on listings published by the MLS will 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 listing Broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, transaction licensees, 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 listing published by the MLS provided the listing Broker informs the other Broker in writing in advance of their producing an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed at either a percentage of the gross sales price or as a flat dollar amount. The Multiple Listing Service shall not require the listing Broker to disclose the amount of total negotiated commission in his/her listing contract, and the Service 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. The listing Broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised. The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing Broker.

Section 5.0.1: Cooperative Compensation: Participants may, but are not required to, disclose potential short sales to other participants and subscribers. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (Adopted 10/16/08)

Section 5.1 Participant as Principal: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is submitted to the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

Section 5.2 Participant as Purchaser: If a Participant or any licensee (or licensed or certified appraiser) 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.

Section 5.3 Dual or Variable Rate Commission Agreements: The existence of a dual or variable rate commission agreement (i.e. one in which the Seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing Broker without assistance and a different commission if the sale/leased results through the efforts of a cooperating Broker; or one in which the Seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing Broker either with or without the assistance of a cooperating Broker and a different commission if the sale/lease results through the efforts of a Seller/landlord) shall be disclosed by the listing Broker by a key, code or symbol as required by the MLS. The listing Broker shall, in response to inquiries from potential cooperating Brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating Broker is a buyer/tenant representative; the

buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

SERVICE CHARGES

Section 6.0 Service Fees and Charges: The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

Note: Refer to Exhibit 1, for current rates applicable to Fines and Fees mentioned in the MLS Rules and Regulations. Financing of the Multiple Listing Service shall be adequate and shall not be the source financing of the Association's operation. The Multiple Listing Service shall pay its own way and allow for a reasonable operating reserve, but it is another service of the Association and not the principal activity or reason for the Association's existence.

- (a) **Initial Participation Fee:** An applicant for participation in the Service shall pay an Initial Participation Fee, with such fee to accompany the application.
- (b) **Recurring Participation Fee:** The annual Participation Fee of each Participant shall provide access to and use of the Service for purposes of data entry; input of new listings and modification of current listings. Payment of such fees shall be made on or before January 1st of each year. Fees shall be prorated on a quarterly basis. Participants with branch offices shall pay an additional annual charge for each office in excess of the main office.
- (c) **Subscription Fees:** Access to current MLS listings shall be supplied to each participant upon payment of the application fee and the participation fee. Any REALTOR®, who wishes to be a subscriber, must be affiliated with a Centre County Association of REALTORS®, Inc. MLS Participating office. The annual Participation subscription fee and computer access assessment fee will be charged to the participant times the number of licensees or licensed or certified appraisers affiliated with the Participant. Each subscriber will be entitled to access of current MLS listings upon payment of a subscription fee which will be assessed yearly. Fees shall be prorated on a monthly basis for new subscribers.
- (d) **Listing Fee:** A Participant shall pay a monthly fee in an amount equal to the number of listings filed with the Service during the previous month, multiplied by the listing fee. This fee applies to new listings, renewal of a listing and Office Exclusives filed with the Service. It is a matter of agreement between the listing and selling Brokers as to whether or not the cooperating Broker shall reimburse the listing Broker for the listing fee. The MLS shall not be concerned because this is an arrangement between cooperating Brokers, and the MLS Rules do not dictate the compensation offered to cooperating Brokers by the listing Broker.
- (e) **Comp Only Fee:** A filing fee is waived when a property (which is not required to be filed with the Service) is sold and the listing Broker wishes the information submitted for statistical data. This waived fee also applies to property that is sold by a listing Broker prior to a Listing For Sale Agreement. When entering the comparable sale, the listing office and selling office will be the entered as the same company. However, the office entering the listing shall inform the MLS office in writing that the listing is a comparable listing and authorize the listing office to be denoted as **Other**. In the remarks section the first words shall be “**Builder Referral or For Sale By Owner**” whichever applies. When entering a comparable sale, complete information including any concessions shall be required in order to give an accurate reflection of the transaction.

Note: Multiple lots in a subdivision as well as multiple units of a condominium or townhouse project are also entered as comparable sales.

- (f) **Two (2) Business Days Fee:** Failure to adhere to the Two (2) Business Days Rule will necessitate a late fee being charged to the Participant, and/or, at the discretion of the MLS Committee, the requirement of the listing agent to attend the MLS Orientation within 2 months of notification.

Note: Two (2) Business Days Rule applies to all properties listed under Section 1. Within two (2) business days after all necessary signatures have been received by the listing Broker, properties governed by the Two (2) Business Days Rule must be submitted to the MLS.

- (g) **MLS Books:** MLS Books shall be made available to each individual, employed by or affiliated as an independent contractor with the Participant (including licensed or certified appraisers), who has access to and who utilizes the Service. There shall be a minimal charge added to the publishing price of each book to cover shipping and distribution.
- (h) **Computer Entry Fees:** There is no fee applicable for access from a Participant's office or home. Access performed at the Association Office by the Participant or Participant's representative will necessitate an Entry Fee being charged to the Participant.

- (i) **Closed Sales:** Failure to submit closed sales to the MLS within 14 days of the closing date will result in a fine being issued to the listing office.

COMPLIANCE WITH RULES

Section 7.0 Compliance with Rules: The following action may be taken for noncompliance with the Rules:

- (a) For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, on the 11th day, the Service shall be suspended until service charges or fees are paid in full.
- (b) For failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply.

Section 7.1 Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violation thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

MEETINGS

Section 8.0 Meetings of MLS Committee: The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairman.

Section 8.1 Meetings of MLS Participants: The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

Section 8.2 Conduct of the Meetings: The Chairman, or Vice-Chairman, shall preside at all meetings or, in their absence, a temporary Chairman from the membership of the Committee shall be named by the Chairman or, upon his/her failure to do so, by the Committee.

ENFORCEMENT OF RULES OR DISPUTES

Section 9.0 Consideration of Alleged Violations: The Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations. Oral complaints are prohibited and will not be considered by the Committee.

Section 9.1 Violation of Rules and Regulations: If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Multiple Listing Service Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided that the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the bylaws and rules and regulations of the Association of REALTORS® within twenty (20) days following receipt of the Committee's decision.

The decision of the Multiple Listing Committee tribunal may be appealed to the Board of Directors of the Association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association. (Adopted 10/16/08)

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (Adopted 10-16-08)

Note: Based on the severity of the violation, the possible sanctions which may be imposed by the MLS Committee with approval of the Board of Directors are:

1. Letter of Warning

2. Letter of Reprimand
3. Fines (Ranging from \$10.00 to \$1,000.00)
4. Suspension
5. Expulsion

Those determined to be in violation shall attend the next regularly scheduled MLS Orientation.

Section 9.2 Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred, by the Committee, to the Executive Officer of the Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws.

CONFIDENTIALITY OF MLS INFORMATION

Section 10.0 Confidentiality of MLS Information: Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

Under no circumstances should a copy of the MLS Book be given or lent to a customer or client.

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

OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

Section 11.0 Submission: By the act of submitting any property listing content to the MLS, the participant represents that he/she has been authorized to grant and also thereby does grant authority for the MLS 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. (Adopted 05/17/07)

Note: The term MLS Compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including, but not limited to, bound book, loose-leaf binder, computer data base, card file, or any other format whatever.

Section 11.1 Right, Title, Interest: All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Centre County Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Centre County Association of REALTORS®.

Note: All forms and publications created by the MLS and all information disseminated thereby shall be protected by copyright.

Section 11.2 Entitled to Purchase: Each Participant shall be entitled to purchase from the Centre County 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, a fee set by the Association. Participants shall acquire only the right to use the MLS Compilations in accordance with these rules.

Section 11.3 Ownership of Listings 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 cause 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 any rights (including intellectual property rights) in their listings or listing content to MLS to obtain or maintain participatory rights except that MLSs may require Participants to consent to storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLSs may also require participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS.

Section 11.4 Listing Content Defined: “Listing content” as used in the National Association’s Multiple Listing policies, including the model MLS rules and regulations, includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Section 11.5 Transmittal of Participant’s Listings to Aggregators: MLSs are not required to transmit participants’ listings to third-party aggregators or to operate a public website displaying listing information. If an MLS transmits participants’ listings to third-party aggregators and/or operates a public website displaying listing information, all exclusive listings, regardless of type, will be included in the data feed (unless a participant withholds consent for such transmission), except that MLSs may exclude from such data feed any listing where both of the following conditions are present: (a) the listed property’s street address or a graphic display of the property’s specific location will be displayed to the public; and (b) the seller displays on the property a “For Sale By Owner” sign or another sign or notice indicating that the seller is soliciting direct contact from buyers. (Section 11.3-11.6 adopted 01/18/07) (Section 11.6 renumbered due to deletion of 11.5 in its entirety 06/20/07.)

The MLS will not convey listings to third-party aggregators, or will not publish listings on the MLS’s publicly-accessible website, where conditions (a) and (b) both exist. (Adopted 05/17/07)

USE OF COPYRIGHTED MLS COMPILATIONS

Section 12.0 Distribution: Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation of the Association of REALTORS®, and shall not distribute any such copies to persons other than subscribers, i.e. persons who are affiliated with such Participant as licensees or those individuals who 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 an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “Participation” or “Membership” or any right of access to information developed or published by a Board Multiple Listing Service where access to such information is prohibited by law.

Section 12.1 Display: Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able Buyers for the properties described in said MLS Compilation.

Section 12.2 Reproduction: Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof except in the following limited circumstances.

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

Note: 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,

- a. the total number of listings in the MLS Compilation;*
- b. how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase;*
- c. whether the reproductions were made on a selective basis; and,*
- d. whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.*

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables", or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that an Association or Association-owned Multiple Listing Service has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

USE OF MLS INFORMATION

Section 13.0 Limitations on Use of MLS Information: 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, 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 notice:

Based on information from the Centre County Association of REALTORS® MLS for the period (date) through (date).

INTERNET DATA EXCHANGE (IDX)

Section 14.0 IDX DEFINED: IDX affords MLS Participants the option of authorizing display of their active listings on other Participants' Internet web sites.

Section 14.1 AUTHORIZATION: Participants consent for display of their active listings by other Participants pursuant to these rules and regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings, that Participant may not download or frame the aggregated MLS data of other Participants.

Section 14.2 PARTICIPATION: Participation in IDX is available to all MLS Participants who are REALTORS® and who consent to display of their listings by other Participants. (Adopted Section 14.2-14.2.7 09/21/06)

Section 14.2.1 Participants must notify the MLS of their intention to establish an IDX site and make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 14.2.2 Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction or use of the MLS database.

Section 14.2.3 Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

Section 14.2.4 Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of property, (e.g. condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell, exclusive agency, or open listing) or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant.

Section 14.2.5 Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days. (Reinstated 7/26/2007)

Section 14.2.6 Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 14.2.7 When displaying listing content, a participant's or user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Section 14.3 - DISPLAY: Display of listing information pursuant to IDX is subject to the following rules:

Section 14.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of confidential information fields (as determined by the MLS) is prohibited.

Section 14.3.2 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.)

Section 14.3.3 Display of Information: The display of another company's listing must contain the listing company name and the listing agent name and the telephone number of the listing office. The listing company information must appear immediately adjacent to or following the property information. If the IDXS host display any contact information, immediately adjacent to or following the property information, the contact information cannot be any larger than the listing company information and must be the same style and color.

Section 14.3.4 Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.

Section 14.3.5 (saved for future use)

Section 14.3.6 All listings displayed pursuant to IDX shall show the MLS as the source of the information. (Adopted 05/17/07)

Section 14.3.7 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

Section 14.3.8 The data consumers can retrieve or download in response to an inquiry shall be limited to 10 listings per search.

Section 14.3.9 The right to display other Participants listings pursuant to IDX shall be limited to a Participants office(s) holding participatory rights in this MLS.

Section 14.3.10 Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs.

Section 14.3.11 (Deleted 5/17/07 saved for future use)

Section 14.4 SERVICE FEES AND CHARGES: Service fees and charges for participation in IDX shall be as recommended annually by the MLS Committee and approved by the Board of Directors.

VIRTUAL OFFICE WEBSITE (VOW)

(Section 15 Adopted 01/15/09)

Section 15.0 (a): A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

- (b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all 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.
- (c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- (d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 15.1 (a): The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

- (b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).
- (c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

Section 15.2 (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.
- (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.
- (c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

- (d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:
- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
 - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
 - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
 - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;
 - v. That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.
- (e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- (f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants’ listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 15.3: A Participant’s VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 15.4: 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.

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

Section 15.5 (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.

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

Seller Opt-Out Form

1. Please check either Option a or Option b

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

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

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

_____ Initials of seller

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

Section 15.6 (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

(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 14.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 15.7: 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.

Section 15.8: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 15.9: Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 15.10: A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 15.11: A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

Section 15.12: A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 15.13: 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.

CHANGES IN RULES AND REGULATIONS

Section 16.0 Changes in Rules and Regulations: Amendments to the Rules and Regulations of the Service shall be by a majority vote of the Members of the Multiple Listing Service Committee, subject to approval by the Board of Directors of the Centre County Association of REALTORS®.

EXHIBIT 1 :

In accordance with the 2009 Budget adopted 10/16/2008

RULES and REGULATIONS

**Centre County Association of REALTORS
MULTIPLE LISTING SERVICE**

MLS Fees and Charges

Subscriber Fee:	\$ 235.00
Initial Participation Fee: \$1,000 Office, \$1,000 MLS Total	\$2,000.00
Recurring Participation Fee \$700.00 and Recurring Office Fee \$300.00, Total	\$1,000.00
Recurring Branch Participation Fee \$200.00 and Recurring Branch Office Fee \$300.00, Total	\$ 500.00
Listing Fee:	
New, Renewal, Office Exclusive	\$ 20.00
Comp Only Fee:	\$ Waived
Failure to Submit:	
Closing Information (Within 14 Days of Closing Date)	\$ 25.00
Two (2) Business days rule Violations, Input Listing	\$ 100.00
Change in Status, Pending, Active w/Contingencies	\$ 100.00
Miscellaneous Fees:	
MLS Quarterly & Yr-End Comp Book:	* Cost +
\$15.00 Book Administrative Fee*	
<i>*Plus Postage/Shipping</i>	

In accordance with the MLS Rules and Regulations,
all MLS Fees and Charges will be published annually, and as revised.