



**Kosciusko Board of REALTORS®  
Multiple Listing Service, Inc.  
Rules and Regulations**

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**KOSCIUSKO BOARD OF REALTORS® MULTIPLE LISTING SERVICE, INC.**  
**Indiana Regional Multiple Listing Service**

**RULES AND REGULATIONS**

*Reviewed March 2020*

**Section 0 Definitions**

**Section 0.1 Multiple Listing Service (MLS) Defined**

- A facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public.
- A means by which authorized participants make blanket unilateral offers of compensation to other participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law.)
- A means of enhancing cooperation among participants.
- A means by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers.
- A means by which participants engaging in real estate appraisal contribute to common databases.

Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease).

While offers of compensation made by listing brokers to cooperating brokers through MLS are unconditional, a listing broker's obligation to compensate a cooperating broker who was 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.

**Section 0.2 Service Area of Jurisdiction Defined**

The area within which the service shall function, its "service area" or "jurisdiction" shall at all times be coextensive with the state of Indiana.

**Section 0.3 Precedence Defined**

The Kosciusko Board of REALTORS® MLS (KBOR MLS) is a member of the Indiana Regional Multiple Listing Service (IRMLS). The KBOR MLS Rules and Regulations are in accordance with the IRMLS Rules and Regulations but in some cases go further in their definitions.

**Section 0.4 Two (2) Business Days Defined**

Business days exclude weekends, holidays and postal holidays. (Adopted 10/18)

**Section 0.7 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. (Adopted 5/06)

## **Section 1 Listing Procedures**

- a. Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the multiple listing service, and are taken by Participants on exclusive right-to-sell listing contracts and exclusive agency listing contracts shall be delivered to the multiple listing service within three (3) calendar days (excluding holidays) with the first day starting after all necessary signatures of seller(s) have been obtained or in accordance with Section 1.01 whichever is less. **(See KBOR Amendment #1)**
- b. Single-family homes for sale or exchange
- c. Vacant lots and acreage for sale or exchange
- d. Multi-family residential buildings for sale or exchange
- e. Business/commercial/industrial buildings for sale or exchange
- f. Farms/agricultural
- g. Mobile homes with real estate

**Note 1:**

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

May reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants.

Assure that no listing form filed with the MLS establishes directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller)

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service.

The service does not accept net listings. Open listings are not accepted

a. **Exclusive Right To Sell**

The **Exclusive Right to Sell** listing is the conventional form of listing submitted to the MLS in that the seller authorized the listing broker to compensate other brokers.

b. **Exclusive Agency**

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 prospect reservations.

**Note 2:**

The multiple listing service does not regulate the type listing its Members may take. This does not mean that service must accept every type of listing. The service does not 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.

**Note 3:**

The service accepts exclusively listed property that is subject to auction.

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

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

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

Note 2: Clear Cooperation Policy is required only for the Residential property class.

### **Section 1.1 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 filed with the service and other types that may be filed with the service at the participant's option provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker.

1. Residential
2. Residential Income
3. Sub-Divided Vacant Land
4. Land & Ranch
5. Business Opportunity
6. Motel-Hotel
7. Mobile Homes attached to Real Estate
8. Mobile Home Parks
9. Commercial Income
10. Industrial

#### **Section 1.1.1 Listings Subject to Rules and Regulations with the service**

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

#### **Section 1.2 Detail on Listings Filed with the service**

A listing Agreement or Property Data Form, when filed with the multiple listing service by the listing broker, shall be correct and complete in every detail, which is ascertainable as specified on the property data form.

**(See KBOR Amendment #2)**

##### **Section 1.2.1. Statuses**

The following Statuses are available in the IRMLS system:

**Active:** There is an active listing agreement and the property is available for sale or lease. Public marketing is permitted.

**Active Contingent:** The seller has accepted an offer with contingencies. The listing is active and public marketing is permitted and showings are required.

**Sold:** The property has been sold.

**Pending:** There is a pending offer on the property. Public marketing is permitted as agreed upon by seller and listing broker.

**Expired:** The listing agreement has expired. No public marketing is permitted.

**Withdrawn:** The listing has been withdrawn from the MLS prior to the expiration date, see Section 1.5 for more details. No public marketing is permitted.

**Cancelled:** The contract is void and the listings is removed from the MLS.

**Temp Off Market:** The property is moved to an off market status for a period of time.

**Leased:** The property has been leased.

## **Section 1.2.2 (Reserved)**

### **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 ("office exclusive") and such listing shall be filed with the Association but not disseminated to the participants. The participant must file the office exclusive listing with her/his Association by submission of the Office Exclusive form or substantially similar form that includes (i) a certification by the seller that she/he does not desire the listing to be disseminated by the service; (ii) that by not submitting the listing to the MLS, the listing will not be searchable in the MLS database, will not be disseminated to other IRMLS participants and subscribers; and (iii) is subject to the Clear Cooperation Policy. Association may share the completed Office Exclusive Form with IRMLS.

Note 1: MLS participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01 Clear Cooperation.

### **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 file with the service within one (1) calendar day (excluding holidays) after the authorized change is received by the listing broker.

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

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

Sellers do not have the unilateral right to require an 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 multiple listing service may remove the listing at the request of the seller.

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

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

### **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 unless the property is subject to auction.

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

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

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

KBOR MLS 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 commission 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 dates 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, renewal will be published in the same manner as a new listing. The extension or renewal of a listing must be signed by the seller(s) and filed with the service.

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

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

### **Section 1.12 Service Area**

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of properties located outside the MLS's 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 service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of Code of Ethics, Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with MLS by the suspended participant shall, at the participant's option, be retained in the MLS until sold, withdrawn or expired, and shall not be renewed 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 MLS (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, MLS is not obligated to provide MLS services, including continued inclusion of suspended participant's listings in MLS compilation of current information. Prior to any removal of a suspended participant's listings from MLS, the suspended participant should be advised in writing of the intended removal so that the suspended participant may advise their clients.

### **Section 1.14 Listings of Expelled Participants**

When a participant of the service is expelled from the MLS for failing to abide by membership duty (i.e., violation of Code of Ethics, Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the 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 MLS beyond the termination date of the listing agreement in effect when the expulsion became effective.

If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, MLS is not obligated to provide MLS services, including continued inclusion of expelled participant's listings in the MLS compilation of current information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised in writing of the intended removal so that the expelled participant may advise their 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 participants listing in the MLS compilation of current listing information. Prior to any removal of a resigned participant's listing from the MLS, the resigned participant should be advised in writing of the intended removal so that the resigned participant may advise their clients.

### **Section 1.16 Listing Agent Must Be Subscriber**

In order for a listing to be included in the MLS, the listing agent must be a Subscriber affiliated with a Participant of the MLS who is a current member in good standing. Co-Exclusive listings with a Non-Participating office (or Non-Participating Brand Offices) of the MLS service are not accepted. A fine of \$350 will be assessed to the Participant if the co-exclusive listing is entered into the MLS System.

### **Section 1.17 Documentation Upon Request**

All MLS documentation and documentation related to the listing (e.g., listing agreement, addendums, etc.) must be provided immediately upon request, but no more than 24 hours after such a request by the Association or IRMLS. The listing broker grants the MLS permission to audit listing files to determine compliance with the MLS Rules & Regulations for up to one year past the closing or expiration date of the listing. If the Participant does not comply with an audit request a fine of \$100 per day thereafter may be assessed and/or access to MLS data for that firm may be suspended until such compliance is obtained.

### **Section 1.18 Use of Marketing in Remarks Field**

It is the policy of the MLS that the Listing Remarks Section in the MLS system must only be used for information that is descriptive and relevant to an accurate description of the listed property. The MLS does not permit the placement of any contact information including listing agent, broker name, phone number, company names, email addresses, web addresses, or other information of this nature that does not serve to describe the listed property is a violation. Any violation of this policy shall be considered a violation of the MLS Rules and IDX Policies.

### **Section 1.19 Properties Subject to Auction**

A listing broker may submit a listing of an eligible listing type that is subject to auction. All listings subject to auction may only be entered into the Auction Class of the MLS database without exception. It must display the exact list price

as it appears on the Listing Contract and the circumstances under which cooperating brokers will be compensated in the event of a successful closing. The listing record for a property subject to auction must specify the type of auction (for example, absolute, minimum bid, or reserve) and the license number of the auctioneer must be entered.

## **Selling Procedures**

### **Section 2 Selling and Negotiations**

Appointment for showings and negotiations with the seller for the purchase of listed property filed with KBOR 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.

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

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker satisfactory reason for not doing so.

#### **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.

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

The cooperating broker (subagent or buyer agent) has the right to participate in the presentation to the seller or lessor of any offer the broker secures to purchase or lease. The broker 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 copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing brokers' 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 to the buyer or lessee 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 buyer or lessee. 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 buyer or lessee's written instructions.

#### **Section 2.5 Reporting Sales to the service**

Status changes, including final closing of sales, and sale prices, shall be reported to the multiple listing service by the listing broker within two (2) calendar days (excluding holidays) after they have occurred.

If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within one (1) calendar day (excluding holidays) after occurrence and the listing broker shall report them to the MLS within two (2) calendar days (excluding holidays) after receiving notice from the cooperating broker.

#### **Note 1:**

The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the KBOR 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 participants.

#### **Note 2:**

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

**Note 3:**

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

**Section 2.6 Reporting Resolution of Contingencies**

The listing broker shall report to the multiple listing service within one (1) calendar day (excluding holidays) that a contingency on file with the KBOR MLS has been fulfilled or renewed, or the agreement canceled.

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

**Section 2.9 Disclosing the Existence of Offers**

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

**Section 2.10 Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

**Section 3 Refusal to Sell**

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

**Section 4 Prohibitions**

**Section 4.0 Information for Participants Only**

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

**Section 4.1 FOR SALE Signs**

Only the "For Sale" signs of the listing broker may be placed on a property.

**Section 4.2 SOLD Signs**

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

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

Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standard 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 service by protecting them from being solicited, prior to expiration of the listing, by Managing Brokers and Brokers seeking the listing upon its expiration.

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

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

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

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

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

### **Section 5 Division of Commissions**

#### **Section 5.0 Cooperative Compensation Specified on Each Listing**

The listing broker shall specify, on each listing filed with the Multiple Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of 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 instance, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

In filing a property with the multiple listing service, the participant of the service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what this compensation shall be prior to his endeavor to sell. The compensation specified on listings filed with the Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirement by the MLS 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 producing 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 the 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 (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 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 Participant in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

**Note 1:**

The service does not require 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 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 service makes no rule on the division of commissions between participants and nonparticipants. 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.

**Section 5.0.1 Disclosing Potential Short Sales**

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

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.

Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within two (2) Business days of receipt of notification from the lender.

**Section 5.1 Participant as Principal**

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

**Section 5.2 Participant as Purchaser**

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

**Section 5.3 Dual or Variable Rate Commission Arrangements**

The existence of a dual or variable rate commission arrangement (i.e., one in which the 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/lease 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.

**Section 6 Service Fee and Charges**

## **Section 6.0 Service Fees and Charges**

The following service charges for the 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:

### **6.1.1 Initial Participation Fee**

An applicant for participation in the service shall pay an application fee to be determined by each IRMLS Founding Member and/or Member.

### **6.1.2 Recurring Participation Fee**

The annual participation fee for each Participant shall be an amount equal to \$\_\_\_ times each broker, licensed or certified appraiser who has access to and use of the service, whether licensed as a broker participant, broker, or licensed trainee or certified appraiser who is employed by or affiliated as an independent contractor with such participant.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. (Adopted 08/18)

**Note 1:** A multiple listing service may elect to have such fees payable on a quarterly or even a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

One complete set of current listings shall be supplied to the participant upon payment of the application fee and the participation fee, and the participant shall be responsible for a subscription fee charged by each local board/association. Additional sets of listings are to be supplied to each individual, employed by our affiliated as an independent contractor (including licensed or certified appraisers) with the participant who has access to and who utilized the service.

IRMLS will charge local member MLS(s) a late fee for IMRLS LLC services and fees if not paid by due date as per the Operating Agreement. These charges will be reviewed by the IRMLS Board of Directors as needed and are subject to change. A 3-day notification will be provided of changes in fees, late fees and administration of those fees.

## **Section 7 Compliance With Rules**

### **Section 7.0 Compliance with Rules – Authority to Impose Discipline**

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

- a) Letter of Warning
- b) Letter of Reprimand
- c) Attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration.
- d) Appropriate, reasonable fine not to exceed \$15,000
- e) Suspension for a stated period of time not less than thirty (30) days or more than one (1) year.
- f) Termination of MLS rights privileges, and services with no right to reapply for a specific period not to exceed three (3) years.

#### **Note:**

A participant (or subscriber where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or subscriber where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Amended 03/15)

### **Section 7.1 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, the Service shall be suspended until service charges or fees are paid in full.
- b) For failure to comply with any other rule, the provision of Section 9 and 9.1 shall apply.

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

Non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that to access to and use of MLS information is contingent on compliance with Rules and Regulations. Further, failure of any user or subscriber to abide by the Rules and Regulations and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate with Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant. (Adopted 04/92)

### **Section 8 Meetings**

The meetings of the Founders of the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of the service.

### **Section 9 Enforcement of Rules or Disputes**

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

The Board of Directors shall give consideration to all written complaints having to do with violations of the Rules and Regulations.

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

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards committee of the association in accordance with the bylaws and rules and regulations of the Association of REALTORS® within twenty (20) days following receipt of the director's decision.

If rather than conducting an administrative review the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. **(See KBOR Amendment #4)**

#### **Section 9.2 Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be referred to the Board of Directors of the service to the Founder Member or Member for appropriate action in accordance with the procedures established by the Board of Directors of the Founding Member or Member.

#### **Section 9.3 – Violations of the Clear Cooperation Policy New**

If the alleged offense is a violation of the Clear Cooperation Policy (see Section 1.01) and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Association where the listing participant participates in accordance with that Association's enforcement procedures and these rules. Each Association's disciplinary measures must include at a minimum per Subscriber, the following sanctions: first violation: written warning, second violation: \$500 fine, third violation: \$1500 fine, for additional violations after three violations, the participant and subscriber must appear before the IRMLS Board of directors and the IRMLS Board of Directors will consider the impositions of sanctions(s) in accordance with Section 7. Determinations by the IRMLS Board of Directors are final.

Participants and subscribers may report complaints of non-compliance with IRMLS's Clear Cooperation Policy (see Section 1.01) by submitting the Clear Cooperation Policy reporting form to their local Association. IRMLS and the Associations will work together to consider reported, alleged violations.

#### **Section 9.4 Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be referred by IRMLS to Association for appropriate action in accordance with the professional standards procedures established by the Association.

#### **Section 9.5 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 IRMLS and participant's Association Executive. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to IRMLS and participant's Association Executive not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.5 of the MLS rules.

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

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

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

#### **Section 9.6 MLS Rules Violations**

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

### **Section 10 CONFIDENTIALITY OF MLS INFORMATION**

#### **Section 10 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.

#### **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 filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participants provides.

#### **Section 11 Ownership of MLS Compilation and Copyright**

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

## **Section 11 Ownership of MLS Compilation and Copyright**

By the act of submitting any property listing content to the MLS the participant represents that he 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.

Note: The Digital Millennium Copyright Act (DMCS) is a federal copyright law that enhances the penalties for copyright infringement occurring on the internet. The law provides exemptions or "safe harbors" from copyright infringement liability for online service providers (OSP) that satisfy certain criteria.

Courts construe the definition of "online service provider" broadly, which would likely include MLS's as well as participants and subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network or website on which internet users may post user-generated content. If an OSP complies with the provisions of his DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copy right infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability.

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

### **Section 11.1**

All right, title and interest in each copy of every MLS Compilation created and copyrighted by the IRMLS and in the copyrights therein, shall at all times remain vested in the IRMLS.

### **Section 11.2**

Each Participant shall be entitled to lease from the IRMLS 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 Participants with one copy of such compilation. The Participant shall pay, for each such copy, the rental fee set by the Board. This section shall not be constructed to require the Participant to participate to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS, and who does not, at any time, have access to nor use the MLS information of MLS facility of the Board. Participants shall acquire by such lease only the right to sue the MLS compilations in accordance with these rules.

## **Section 12 USE OF COPYRIGHTED MLS COMPILATIONS**

### **Section 12 Distribution**

Participant shall at all times maintain control over and responsibility for each copy of any MLS compilation leased to them by the MLS, and shall not distribute any such copies to person other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing of the MLS. Use of information developed by or published by a MLS is strictly limited to activities authorized under a Participant's licensee(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 MLS where access to such information is prohibited by law.

### **Section 12.1 Display**

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

### **Section 12.2 Reproduction**

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

Participants or their affiliated licensees may reproduce from the MLS compilation, and distribute to prospective purchasers, a reasonable number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participant of their affiliated licensees, be interested. It is intended that the participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained 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, retransmitted or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be 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 reasonable estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 03/15)

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

## **Section 13 USE OF MLS INFORMATION**

### **Section 13 Limitations on Use of MLS Information**

Use of information from MLS compilation of current listing information, from the associations' 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, or substantially similar notice: *Based on information from the MLS from the period (date) through (date).*

### **Section 13.1 Use of Term “MLS” on Internet Sites**

Nowhere on a web site that displays listings obtained through the MLS may there be any assertion, reference, indication or suggestion that “the MLS”, “the Multiple Listing Service”, or “the Multiple Listing System”, “Indiana Regional MLS”, “IRMLS”, “Regional MLS”, can or is being searched or viewed. (Adopted 05/15)

### **Section 13.2 Confidential Information**

A Participant Shall Not Make Available or Display to Prospective Purchasers, buyers, or tenants any of the following:

- a) The compensation offered to other MLS Participants
- b) The type of listing agreement, i.e., exclusive right to sell or exclusive agency
- c) The seller’s and/or occupant’s name(s) phone numbers(s), or email address(es)
- d) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property (Adopted 05/15)

### **Section 13.3**

A Participant shall cause any listing that is distributed to prospective purchaser or buyers to identify the name of the listing firm in a readily visible color, in a reasonable prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (Adopted 05/15)

### **Section 13.4**

A Participant shall limit the number of listings distributed to prospective purchasers or buyer to not more than 100 current listing and not more than 50 sold, or pending, (“under contract”) listings in response to any inquiry. (Adopted 05/15)

## **Section 14 CHANGES IN RULES AND REGULATIONS**

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

Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the board of directors of the multiple listing service, subject to final approval by the board of directors of the Founding Members of the IRMLS.

## **Section 17 ORIENTATION**

### **Section 17 Orientation**

Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to and use of MLS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changed to MLS rule or policies.

Participants and subscribers must be given the opportunity to complete any mandated additional training remotely. (Adopted 05/15)

## **Section 18 INTERNET DATA DISPLAY (IDX)**

### **Section 18 IDX Defined**

IDX affords MLS participants the ability to authorize limited electronic display of their listing by other participants via following authorized mediums under the participant’s control; websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listing. (amended 5/17)

### **Section 18.1 Authorization**

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

### **Section 18.2 Participation**

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listing by other participants. Agents will follow the decision of their Managing Broker with regard to participation in IDX. Under no circumstances may an Agent operate an IDX site



without written consent of their Broker. Agents operating an IDX site shall do so under the Managing Broker's consent and control.

**Section 18.2.1**

Participants (and Subscribers, with Participant written consent) must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

**Section 18.2.2**

MLS participants may not use IDX provided listing for any purpose other than display as provided for in these rules. This does not require participants indexing of IDX listing by recognized search engines.

**Section 18.2.3**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOW's or other electronic forms of display or distribution.) Amended 5/17

**Section 18.2.4**

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

**Section 18.2.5**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 02/15)

**Section 18.2.6**

Except as provided in the IDX policy and these rules, and IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

**Section 18.2.7**

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

**Section 18.2.8**

Any IDX display controlled by participant or subscriber that:

- a) Allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b) Displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

Either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by the participants'. Except for the foregoing and subject to Section 16.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

**Section 18.2.9**

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

**Section 18.2.10**

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

**Section 18.2.11**

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

**Section 18.2.12**

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the medium used in the display of listing data. (Amended 5/17)

**Section 18.3 Display**

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

**Section 18.3.1**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

**Section 18.3.1.1**

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on IDX sites.

**Section 18.3.3**

Moved to Section 18.2.12

**Section 18.3.4**

All listing displayed pursuant to IDX shall identify the listing agent.

**Section 18.3.5**

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

**Section 18.3.6 (Deleted)****Section 18.3.7**

All listings displayed pursuant to IDX shall show the MLS as the source of the information. (Amended 5/17)

**Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, as its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. (Amended 5/17)

**Section 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listing available for IDX display, whichever is fewer. (Amended 11/17)

**Section 18.3.10**

The right to display other participant's listings pursuant to IDX shall be limited to a participant's offices(s) holding participatory rights in this MLS.

**Section 18.3.11  
Deleted**

**Section 18.3.12**

Display of expired and withdrawn listings prohibited. Sold & Pending Listings may be displayed. (amended 01/16)  
Note: if "sold" information is publicly accessible, display of "sold" listings may not be prohibited.

**Section 18.3.13**

Display of seller's(s') and/or occupant's(s') name(s) phone number(s), and email addresses(es) is prohibited.

**Section 18.3.14**

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

**Section 18.3.15**

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

**Section 18.3.16**

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

**Section 18.4**

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

**VIRTUAL OFFICES WEBSITES (VOWs)**

**Section 19.1 Vow Defined**

- a) A "Virtual Office Website" (VOW) is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom they 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-managing broker or sales licensee affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-managing 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". Reference to "VOW" and "VOW's" include all Virtual Office Websites whether operated by a participant, by a non-managing 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 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 provide by participants to the MLS and aggregated and distributed by the MLS to participants.

**Section 19.2**

- a) The right of a participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOW's of the other offices.
- b) Subject to the provision 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 provide in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW.

### **Section 19.3**

- a) Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW the participant must take each of the following steps:
  - i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - ii. The participant must obtain the name of and a valid email address for each Registrant. The participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection D below). The participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
  - iii. The participant must require each Registrant to have a 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 all times maintain a record of the name, email address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- c) If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d) The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
  - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
  - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
  - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
  - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
  - v. That the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- e) The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f) The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participant's listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

### **Section 19.4**

A participant's VOW must prominently display an email 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-managing broker or sales licensee licensed with the participant must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that participant and displayed on the VOW.

### **Section 19.5**

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

**Section 19.6**

- a) A participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b) A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

**SELLER OPT-OUT FORM**

**1. Check one:**

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

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

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

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

**Section 19.7**

- a) Subject to Subsection b., below, a participant's VOW may allow third-parties:
  - i. To write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - ii. To display an automated estimate of the market value of the listing (or hyperlink to such estimate) 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 participant's websites. Subject to the foregoing and to Section 17.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

**Section 19.8**

A participant's VOW shall maintain a means (e.g., email address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within two (2) Business days following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 19.9**

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

**Section 19.10**

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

**Section 19.11**

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

**Section 19.12**

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

**Section 19.13**

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

**Section 19.14**

A participant may operate more than one VOW him 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 VOW's on his or her behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant.

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

**Section 19.15**

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

- a) Expired and withdrawn listings
- b) The compensation offered to other MLS participants
- c) The type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d) The seller's and occupant's name(s), phone number(s), or email address(es)
- e) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property (amended 4/16)

**Section 19.16**

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

**Section 19.17**

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

**Section 19.18**

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the media typeface used in the display of listing data.

**Section 19.19**

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than one hundred (100) current listings and not more than fifty (50) sold listings in response to any inquiry.

Note: The number of listings that a Registrant may view, retrieve, or download should be specified by the MLS in the context of this rule but may not be fewer than five hundred (500) listings or fifty percent of the listings in the MLS, whichever is less. (Amended 11/17)

**Section 19.20**

A participant shall require that Registrant's passwords be reconfirmed or changed every ninety (90) days.

**Section 19.21**

A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contract information (or that of a 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 a large as the logo of the AVP and larger than that of any third party.

**Section 19.22**

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

**Section 19.23**

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

**Section 19.24**

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

**Section 19.25**

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within two (2) calendar days. (excluding holidays)

**KEYBOXES / Entry Keys (eKey or ActiveKeys)****Section 20 Key Boxes**

- a) A Key box system will be operated by the MLS, as such, is available to every REALTOR® and licensed or certified appraiser affiliated with the MLS shall be eligible to hold a key subject to their execution of a lease agreement with the MLS. Administration of the Key box system is delegated to the KBOR MLS Board of Directors.
- b) Key box use on listed property is encouraged but not mandatory. Nothing shall prevent the owner's right to refuse to have a Key box on his/her property.
- c) Key boxes may be placed on a property only with written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for that purpose.

Cooperating brokers and sales licensees, whether functioning as the listing broker or as agents of potential purchasers, must contact the listing broker or designated representative to disclose their agency status and to arrange appointments to show listed property even if the property has a Key box affixed to it, unless the listing broker has given specific permission (through information published in the MLS or elsewhere) to show the property without first contacting the listing broker. You MUST receive confirmation of the scheduled showing before any entry to the property. Any entry taking place using the Key box without first contacting and receiving confirmation from the listing broker or designated representative, shall result in a fine. Anyone with knowledge of violation hereof must report the same to the MLS in writing within two (2) business days of receiving knowledge.

- d) Anyone who damages or defaces a Key box shall pay the MLS for a replacement.

- e) The MLS shall maintain records as to all eKey, ActiveKey and Key boxes that have been issued and that are in inventory. Those records should contain the minimum information as follows: Date of issue, any pertinent serial numbers, office and amount of cards and boxes issued, copy of all agreements, and any other necessary information

**Section 20 Entry Keys (eKey or ActiveKey)**

- a) Entry Keys are available to all REALTOR® members and licensed or certified appraisers. No one shall be required to utilize the Entry Keys. The MLS shall have exclusive jurisdiction to determine allocation of Entry Keys at all times.
- b) An Entry Key lease agreement must be signed by both the Managing Broker and Broker who will be the Entry Key holder. Entry Keys may not be used under any circumstances by anyone other than the Entry Key holder. Anyone with knowledge of a violation hereof must report same to the MLS in writing within two (2) business days of receiving knowledge.
- c) A deposit determined by the MLS Board will be required for the ActiveKeys. The eKey App 1-time set-up fee will be determined by the MLS Board. The ActiveKey deposit will be refunded to the holder upon return of the equipment in working order. All ActiveKey deposits shall be kept in the MLS account for refund upon return of the ActiveKey, unless forfeited upon the loss of the ActiveKey and to be placed in an interest bearing account with all interest payable to the MLS. No deposit shall be refunded if the ActiveKey is not returned to the MLS within thirty (30) days of request for same.
- d) If either Entry Key is lost, stolen or otherwise unaccounted for, the following procedures shall be followed:
  - i. The Managing Broker and Entry Key holder shall cosign a notarized statement certifying the circumstances under which the card was lost, stolen or misplaced. The statement shall be presented to the MLS Board of Directors and a report made to the proper police authorities. If an ActiveKey, the deposit and replacement fee on the missing ActiveKey will be forfeited.
- e) A Broker transferring from one office to another must notify the KBOR office as to the status of their Entry Key.



**KOSCIUSKO BOARD OF REALTORS® MULTIPLE LISTING SERVICE, INC.**  
**Indiana Regional Multiple Listing Service**

**KBOR Amendments to the IRMLS Rules and Regulations**

**Amendment #1 (Amended 10/18)**

**Section 1 Listing Procedures**

a. Listings of real or personal property of the following types located within the territorial jurisdiction of the MLS taken by Participants shall be entered into the Multiple Listing Service within two (2) Business days after all necessary signatures of seller(s) have been obtained on the Listing Contract.

Additionally:

- KBOR MLS reserves the right to require a copy of the Listing Contract.
- Photos must appear upon listing.
- All listings entered into the KBOR MLS MUST be available for showings at time of input. All active listings must be available for showing for the entire duration of listing unless:

1) status of listing changes to Pending or

2) Seller has requested listing to be withheld from the MLS and Selling Agent has obtained a signed written consent stating such.

**Amendment #2 (Amended 10/18)**

**Section 1.2 Detail on Listings filed with the service**

- Any listing entered into MLS has two (2) Business days from listing date (2 DOM) to show COMPLETE data, and also submit the photo(s) (for vacant land an aerial or photo is required), for new construction architectural rendering acceptable until file is closed – upon closing actual photo must be submitted as the primary photo; water access property listings utilizing water view as main photo will be acceptable prior to closing, upon closing primary photo must consist of dwelling. Copying a photograph, drawing or virtual tour from another listing for use on your own listing regardless of the listing status, is prohibited unless written permission is obtained from the member who originally submitted the photo into the MLS. A copy of written permission must be submitted within 24 hours of MLS request.
- Any Associated Documents required by the listing (including Sales Disclosure, Lead Base Paint) must be uploaded at the time of the listing being uploaded into the system.

**Amendment #3 (Amended 10/18)**

**Section 4.5 Property Advertised For Sale**

Listings must be entered into the KBOR MLS within two (2) Business days.

**Amendment #4 (Amended 05/15)**

**Section 9.1 Violations of Rules and Regulations**

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards committee of the association in accordance with the bylaws and rules and regulations of the Association of REALTORS® within twenty (20) days following receipt of the director's decision.

Note: Alleged violations of the Code of Ethics shall be referred to the Indiana Association of REALTORS® Professional Standards process which the Kosciusko Board of REALTORS® has contracted service with for the Professional Standards process. (Amended 05/15)