

Rules & Regulations

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MULTIPLE LISTING & INFORMATION SERVICE, INC.

dba Southern New Mexico Multiple Listing Service

150 East Idaho Avenue
Las Cruces, NM 88001

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MULTIPLE LISTING AND INFORMATION SERVICE, INC. (MLS)

Dbas Southern New Mexico Multiple Listing Service (SNMMLS)

RULES AND REGULATIONS

Effective February 19, 2025

LISTING PROCEDURES

SECTION 1 LISTING PROCEDURES

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of MLS, and are taken by participants shall be delivered to MLS within 5 (five) business days after the listing date on the listing agreement (Listing date plus five (5) days). If a listing is exempt (SECTION 1.3) a waiver with the required signatures must be filed with MLS within the same five-day period. Failure to meet either requirement shall have a fine imposed per listing not submitted (see Appendix E). Rental and Build to Suit classes are exempt from this entry requirement.

A. Single family homes for sale or exchange

B. Vacant lots and acreage for sale or exchange.

C. Two-family, three-family, and four-family residential buildings for sale or exchange

No exclusively listed property subject to auction shall be listed in MLS.

Note: Participants must deliver listings within one (1) business day once the listing is publicly marketed. See Section 1.1.1 Clear Cooperation.

Note 1: MLS shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form shall be required as approved by the multiple listing service. However, 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 multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

MLS accepts exclusive right-to-sell listing contracts and exclusive agency listing contracts.

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to the other participants of the multiple listing service acting as subagents, buyer agents, or both.

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

The different types of listing agreements include:

Exclusive right-to-sell

Exclusive agency

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open Listings** are not accepted except where required by law because of the inherent nature of an open listing. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients.

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

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

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

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

SECTION 1.1 WRITTEN BUYER AGREEMENT REQUIRED

All MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

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

Broker services without a signed buyer's broker agreement shall be reported on the "Appendix Q - Buyer Broker Agreement Report". Participants and subscribers that do not have a signed written buyers' agreement shall have a fine imposed of TBD per incident.

SECTION 1.1.1 CLEAR COOPERATION

Effective May 1, 2020, within one (1) business day of marketing a property to the public, the listing broker must submit listings 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. (NAR Mandated)

Listings not marketed to the public shall be submitted to the MLS in accordance with time periods prescribed throughout these rules and regulations. Policy 8.0 Violations should be reported on the "Report It – NAR Policy 8.0 Violations" form (Appendix P). Participants marketing listings to the public that are not submitted to the service in accordance with this section shall have a fine imposed of \$1,000 per incident.

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 the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with MLS and is not currently available to other MLS participants. (NAR Mandated)

Note 2: At the Advisory Board's discussions of "Clear Cooperation" MLS Policy 8.0, commercial properties, rental properties, and new construction developments with multiple properties (single family homes, condos, etc.) are not included in the 8.0 policy. Therefore, MLS has excluded property listing type's commercial properties, rental properties, commercial lease properties, and new construction developments with multiple single-family homes and condos from this Section 1.1.1 requirement. Multiple is defined as two family homes and two or more condo units.

SECTION 1.1.2 TYPES OF PROPERTIES

Following is 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:

residential
motel-hotel residential income
mobile homes/ manufactured homes/modular homes with real estate attached
subdivided vacant lot
mobile home parks
land and ranch
commercial income
business opportunity
industrial

SECTION 1.1.3 LISTING SUBJECT TO RULES & REGULATIONS OF THE SERVICE

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

SECTION 1.1.4 BROKER AND BROKERAGE INFORMATION ON LISTINGS

Listings may not make reference to brokers or brokerages which are not active participants or subscribers of the MLS. When such references are made in listings a fine shall be assessed (See Appendix E)

SECTION 1.1.5 Accuracy of Listing Data

Participants and Subscribers are required to submit accurate listing data and required to correct any known errors.

SECTION 1.2. LISTING PROPERTY ADDRESSES

Residential listings filed with the MLS must include a property address where one exists at the time the listing is filed. If the property address is unavailable, the parcel identification number must be submitted at the time the listing is filed. If no address or parcel identification number is available at the time the listing is filed, the listing must, at a minimum, contain a legal description of the property sufficient to describe the location of the property. This information shall be available to the participants and subscribers at the time of filing. (NAR Mandated)

Land listings entered into the MLS database which have no address numbers shall enter "TBD" as the address number. All other listed property entered into the MLS database by the listing participant shall have an address. When address numbers are unknown, the participant shall contact the Dona Ana County Community Development Department, Addressing and Mapping section, to obtain a temporary address for the property. The temporary address will be used, and a note placed in the Public and Advertising Remarks "This property address is temporary and not valid for obtaining services." When the property is located in a county other than Dona Ana contact that county department who assigns addresses under the 911 calling regulations, usually called the County Addressor. If this situation does not exist. Please call the MLS Administrator.

SECTION 1.2.1 LIMITED-SERVICE LISTINGS

Listing agreements under which the listing participant will not provide one, or more, of the following services:

- arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s); advise the seller(s) as to the merits of offers to purchase.
- assist the seller(s) in developing, communicating, or presenting counteroffers.
- participate on the seller's(s') behalf in negotiations leading to the sale of the listed property.

Limited-Service Listings shall be identified in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing participant will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing participants' clients, prior to initiating efforts to show or sell the property.

SECTION 1.2.2 MLS ENTRY-ONLY LISTINGS

Listing agreements under which the listing participant will not provide any of the following services:

- arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s).
- accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s).
- advise the seller(s) as to the merits of offers to purchase.
- assist the seller(s) in developing, communicating, or presenting counteroffers.
- participate on the seller's(s') behalf in negotiations leading to the sale of the listed property.

MLS Entry Only Listings shall be identified in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing participant will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing participants' clients, prior to initiating efforts to show or sell the property.

SECTION 1.3 EXEMPTED LISTINGS (OFFICE EXCLUSIVE 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 service but not disseminated to the participants. Filing of the listing should be accompanied by certification (Exclusive Input Waiver Form (appendix C) signed by the seller that he does not desire the listing to be disseminated by the service. The signed Exclusive Input Waiver Form must be filed as a private associated document of the listing. A copy of the signed document shall be emailed to MLS Specialist within 5 (five) business days after the listing date. Failure to meet the requirements shall result in a fine (See Appendix E). (NAR Mandated)

Note: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.1.1, Clear Cooperation (NAR Mandated)

SECTION 1.3.1 NO INTERNET DISPLAY LISTINGS

If the seller directs the participant to NOT display their property on the Internet and only display their property on the participant's website, the listing will NOT be entered in the MLS Database and a signed copy of Appendix B (Seller opt Out Form) shall be provided to MLS within five (5) business days after the listing date. Failure to meet the requirements shall result in a fine being imposed (See Appendix E).

SECTION 1.4 CHANGE OF STATUS OF LISTING

Any change in the listed price, or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within one (1) business day or a fine shall be imposed (See Appendix E). Sold listings will be reported to MLS within seven (7) business days after the closing date or a fine will be imposed (See Appendix E).

SECTION 1.4.1 PENDING STATUSES

Listings with a purchase agreement signed by a buyer and seller will be given a status of "Pending" or "Pending – Continue to Show". This requirement includes those purchase agreements which have inspections; financing; appraisal; survey; title; contingencies etc. pending shall have a fine imposed (See Appendix E).

SECTION 1.4.2 TEMP OFF MARKET STATUS

A Temp Off Market Listing is one that becomes unavailable for showing during the listing term of the contract. To place a listing in the Temp Off Market status, seller's authorization is required. The listing broker must enter in the REALTOR® Remarks field the anticipated date the property will return to an Active Status, a period not to exceed 45 days. While a listing is in a Temp Off Market status, it will not be available in any IDX or syndication access fields during that period. Participants and subscribers shall not allow showings of the property (including Open Houses, broker tours, etc.) while the property is in Temp Off Market status. Further, participants and subscribers shall only present offers to the seller after the listing has moved to an Active status. Placing a listing into Temp Off Market status does not remove the requirement to immediately correct violations noticed, when correctable. Violation of this section shall result in a fine being imposed (see Appendix E).

SECTION 1.5 CANCEL LISTING PRIOR TO EXPIRATION

Listings of property may be withdrawn from MLS by the listing participant before the expiration date of the listing agreement provided notice is filed with the Service or status changed in the MLS database within 5 (five) business days after the cancelled date, including a copy of the agreement between the seller and the listing participant which authorizes the cancellation. Failure to provide notice and the cancelled agreement within 5 (five) business days after authorization shall result in a fine (See Appendix E). Documentation of the cancellation is exempt when cancellation is directed by these rules and regulations. Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing participant's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing participant has been terminated; MLS may remove the listing at the request of the seller with the approval of the Board of Directors. (NAR Mandated)

SECTION 1.6 CONTINGENCIES APPLICABLE TO LISTING

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. Contingencies shall be reflected under listing contingencies. (NAR Mandated)

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. (NAR Mandated)

SECTION 1.8 LISTING MULTIPLE PROPERTIES

All properties which have an account number, and a property ID must be listed individually in the MLS database and on the property data forms. Further, when the owner(s) desires to sell multiple properties as one sale unit those properties shall have a note placed in the public info and advertising remarks fields that they must be purchased jointly with the other units listing number and the joint selling price reflected.

SECTION 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS

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 commissions or fees between cooperating participants or between participants and nonparticipants. (NAR Mandated)

SECTION 1.10 EXPIRATION OF LISTINGS

Listings filed with MLS will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice, or a status change occurs in the MLS database that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal must be reentered on extension or renewal in the same manner as a new listing. A waiver must be filed with MLS within 5 days prior to the expiration date to prevent late fines on reentry. Extensions and renewals of listings must be signed by the seller(s). (NAR Mandated)

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 participant and the seller. Termination dates will be displayed in the MLS database. (NAR Mandated)

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 property located outside the MLS's service area must be in New Mexico, may be accepted if submitted voluntarily by a participant, but if submitted to the service must comply and be maintained under these Rules & Regulations. (NAR Mandated)

SECTION 1.13 LISTINGS OF SUSPENDED PARTICIPANTS

When a participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended

by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the Las Cruces Association of REALTORS®, Inc. or MLS (or both) for failure to pay appropriate dues, fees or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant will be advised in writing of the intended removal so that the suspended participant may advise their clients. Listings will be maintained for a period no longer than thirty (30) days from the written notification. (NAR Mandated)

SECTION 1.14 LISTINGS OF EXPELLED PARTICIPANTS

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

SECTION 1.15 LISTINGS OF RESIGNED PARTICIPANTS

When a participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned participant's listings from the MLS, the resigned participant should be advised in writing of the intended removal so that the resigned participant may advise his clients.

SECTION 1.16 COMMUNICATIONS

The participant shall provide MLS an email address through which the participant desires to receive official email correspondence/communications from the service. Participants shall notify MLS in writing or by electronic notice when they desire a change in the preferred email address. MLS is not responsible for participant's failure to report changes in their preferred email address.

Subscribers shall provide MLS an email address through which they desire to receive email correspondence/communications from the service. Subscribers shall notify MLS in writing or by electronic notice when they desire a change in the preferred email address.

Participant(s) and Subscriber(s) are responsible for notifications and/or actions required and transmitted by Email Communications. All participant(s) and subscriber(s) shall have a valid email address.

When requested by MLS, participant(s) shall provide a verified email address for each individual in their office that holds MLS access. Email verifications shall be requested by MLS and provided by participants. Failure to meet the requirement shall result in a fine being imposed (See Appendix E).

SELLING PROCEDURES

SECTION 2 SHOWINGS AND NEGOTIATIONS

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

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

SECTION 2.1 PRESENTATIONS OF OFFERS

The listing participant must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for extended delays. Listing participants may not hold offers from cooperating brokers while presenting other offers received. (NAR Mandated)

SECTION 2.2 SUBMISSION OF WRITTEN OFFERS

The listing participant 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 participant. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing participant 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. (NAR Mandated)

SECTION 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER

Cooperating participants or their representatives have the right to participate in the presentation to the seller or lessor of any offer they secure to purchase or lease. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing brokers' right to control the establishment of appointments for such presentations.

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

SECTION 2.4 RIGHT OF LISTING PARTICIPANT IN PRESENTATION OF COUNTER- OFFERS

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

SECTION 2.5 REPORTING SALES TO THE SERVICE

The actual selling price will be listed in the MLS SOLD listing data. Status changes, including final closing of sales and sales price shall be reported to MLS by the Listing participant within five (5) business days after they have occurred. If negotiations were carried on under Section 2a or 2b hereof, the cooperating broker shall report accepted offers and sales price to the listing participant within twenty-four (24) hours after occurrence and the listing participant shall report them to MLS within five (5) business days after receiving notice from the cooperating broker.

Note 1: The listing agreement of a property filed with the MLS by the listing participant should include a provision expressly granting the listing participant authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing participant the right to authorize dissemination of this information by the MLS to its participants.

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

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

- a. Categorizes sale price information as confidential and

- b. Limits use of sale price information to participants and Subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including 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 these entities shall not be construed as a violation of the requirement to report sale price.

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

SECTION 2.5.1 SOLD PRICE DISCLOSURE

The listing sold price shall not be disclosed to the public in any form not allowed in Section 2.5, Note 2, of these rules and regulations. Any participant, subscriber, or other authorized user of the MLS database who violates the public disclosure of sold prices to the public shall be fined \$500 per instance.

SECTION 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES

The listing participant shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled. (NAR Mandated)

SECTION 2.7 ADVERTISING OF LISTING FILED WITH THE SERVICE

A listing shall not be advertised by any participant other than the listing participant without the prior consent of the listing participant. (NAR Mandated)

SECTION 2.7.1 DUPLICATE PROPERTY ENTRIES

The listing participant may enter duplicate property listings in the MLS database under the following conditions:

- a. Listings may be entered in multiple sales classes provided the duplication is not misleading to the public or other MLS members and reflects the original listing number in "Public Remarks" and "Advertising Remarks" as "Duplicate listing of L# XXXXXXXXXX".
- b. Listings may be entered in a sales class and in a rental class provided the duplication is not misleading to the public or other MLS members and reflects the original listing number in "Public Remarks" and "Advertising Remarks" as "Duplicate listing of L# XXXXXXXXXX".
- c. Sold listings shall only be reported in one class.
- d. Expired, cancelled, or sold duplicate listings must be withdrawn from all classes except the primary listing reported expired, cancelled, or sold. The primary listing is defined as the first property listing entered in the database for the duplicate property. Failure to remove duplicate listings within five (5) business days after expiration, cancelled or closing shall result in a fine for each duplicated listing. Failure to remove duplicate listings after issued fines may be grounds for MLS suspension (See Appendix E).
- e. Once listings are cancelled under this section, participants shall notify MLS so entry into the cancelled duplicate List Status may be completed. Failure to make this notification within three (3) business days after being placed in a cancelled status shall result in a fine for each duplicated listing (See Appendix E).
- f. There is no requirement that duplicate listings be entered into the MLS database, however, when entered all MLS rules will apply except the initial entry into the MLS database. Duplicate listings are not required within five (5) business days of listing date provided compliance with Section 2.7.1 (See Appendix E).

SECTION 2.8 REPORTING CANCELLATION OF PENDING SALE

The listing participant shall report immediately to MLS the cancellation of any pending sale, and the listing shall be reinstated immediately. Failure to reinstate a pending sale and/or cancellation immediately a fine of TBD shall be imposed. Pending statuses will expire on the expiration date. (See Appendix E). (NAR Mandated)

SECTION 2.9 DISCLOSING THE EXISTENCE OF OFFERS

Listing participants, 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 participant shall also disclose, if asked, whether offers were obtained by the listing participant, by another affiliated Subscriber in the listing firm, or by a cooperating broker.

SECTION 2.10 AVAILABILITY OF LISTED PROPERTY

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

SECTION 2.11 COMING SOON LISTINGS

Coming soon listings are listings that have an agreement signed and the seller has requested delayed showing through the MLS with a delayed showing date, not to exceed 45 days, established by agreement.

The listing participant shall report to MLS the existence of a coming soon listing by entering the listing in the MLS database within five (5) business days of the listing date reflecting the listing as "Coming Soon – No Showings" or a fine shall be imposed (See Appendix E). The listing is entered into the MLS database within the required five (5) business days as required in Section 1, and upon entry in the database the status is entered as "Coming Soon – No Showings" and a start showing date is provided. On the start showing date entered, the coming soon listing will move to an active status.

A "Coming Soon – No Showing Seller Authorization Waiver" waiver form (Appendix O) shall be submitted to MLS, when the listing is entered into MLS, noting the coming soon listing number and the anticipated date to start showing. Failure to submit the waiver form shall result in a fine (See Appendix E). Listing participants who submit the waiver will not be subject to new listing violations when the status is changed to active or cancelled. Listings in this status are not hidden from other MLS participants or subscribers and not available for IDX or syndication and not available for customer auto email events. Any signage on the property must display a Coming Soon rider until the start showing date. Listing participants and subscribers who show a coming soon listing prior to the start showing date shall be subject to a fine. (See Appendix E).

SECTION 2.12 DISCLOSING THE EXISTENCE OF OFFICE EXCLUSIVE LISTINGS

Office exclusive listings are listings that have an agreement signed and the seller does not want the listing marketed with MLS. The listing participant shall report to MLS the existence of an office exclusive listing by entering the listing in the MLS database with five (5) business days of the listing date and upon entry marking the office exclusive field "YES" which will allow only the listing office visibility of the listing or a fine will be imposed (See Appendix E). These listings have an MLS number, are not displayed on a hot sheet or subscription emails either except for members of the listing office. These listings are not syndicated while "YES" is selected. A waiver is submitted to MLS noting the office exclusive listing number and the expiration date. The signed Exclusive Input Waiver Form must be filed as a private associated document of the listing with MLS within five (5) business days after the listing date. Listing participants who submit the waiver will not be subject to new listing violations. Failure to submit the waiver shall result in a fine. (See Appendix E). Should the listing participant desire to start marketing the listing, the "YES" is changed to "NO" and the description is updated to read New Listing, and a "New" history event record is added to the listing with the current date and timestamp of the change. The listing would then be available to all participants and subscribers and no longer office exclusive.

SECTION 2.13 DISCLOSING THE EXISTENCE OF A LEASE PURCHASE

Lease purchase options shall be reflected under listing contingencies.

SECTION 2.14 DISCLOSING THE EXISTENCE OF A PURCHASE OPTION

The listing participant shall not report a purchase option as under agreement until the purchase option has been exercised by the buyer. Once the option has been exercised by the buyer, the appropriate listing statuses and reporting procedures shall be followed. Purchase options shall be reflected under listing contingencies.

REFUSAL TO SELL

SECTION 3 REFUSAL TO SELL

If the seller of any listed property filed with MLS 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. "Transmitted immediately" in this section means an entry in the REALTOR® Remarks stating, "Seller has refused to accept a written offer satisfying the terms and conditions stated in the listing." (NAR Mandated)

PROHIBITIONS

SECTION 4 INFORMATION FOR PARTICIPANTS ONLY

Any listing filed with the service shall not be made available to any broker or firm not a member of MLS without the prior consent of the listing participant. (NAR Mandated)

SECTION 4.1 FOR SALE SIGNS

Only the For Sale sign of the listing participant may be placed on a property. (NAR Mandated)

SECTION 4.2 SOLD SIGNS

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

SECTION 4.3 SOLICITATIONS OF LISTINGS FILED WITH THE SERVICE

Participants shall not solicit a listing on a property filed with the service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations. (NAR Mandated)

SECTION 4.4 PHOTOS AND VIRTUAL TOURS

A minimum of five (5) dissimilar photographs are required, but when entered must be a truthful representation of the listing and not signage. New home renderings and/or pictures of other like houses for reference are acceptable provided they are noted as renderings in public info and advertising remarks fields. Views from the property, artwork, sketches, or plat maps shall not be the primary photograph. Additional photos are optional. No photos shall have quick reference ("QR") codes, company logos, branding, identifying marks, signage or recognizable artwork including website addresses, emails or phone numbers. Watermarking is prohibited except for any such mark which relates to the professional

photographer who took the picture(s), if any and MLS watermarking. A fine shall be imposed if any such photos are entered in the database (See Appendix E). Offending photographs will be removed by MLS. Land, Build to Suit, Rental,

and Sold Before Entry classes are exempt from this minimum five (5) photographs requirement. Failure to submit a minimum of five (5) dissimilar photographs other than exempt class shall result in a fine imposed. (See Appendix E).

Virtual tours are optional for listings. Virtual tour links entered into MLS shall not contain advertising, signage nor quick reference ("QR") codes, company logos, branding, identifying marks or recognizable artwork including website addresses, emails or phone numbers and may not have links in the virtual tour. A fine shall be imposed if branded virtual tour links are entered in the database (See Appendix E). Branded virtual tour link(s) will be removed by MLS.

The participant or subscriber shall not place anything in listing photographs or virtual tours that would discriminate against or be considered offensive to others; reflect graphic violence or nudity; communicate profanity or obscenities; use people in provocative poses; offends the general public; violate the REALTORS® Code of Ethics; and/or violates any law, rule, or

regulation. A fine may be imposed if any such photos are entered in the database (See Appendix E). Listing brokers who add, modify or delete listing photographs that trigger a violation delineated in these rules shall be subject to a fine.

SECTION 4.4.1 AERIAL PHOTOGRAPHY

Aerial photography may utilize arrows/pointers to identify the listing property but shall not have further markings or verbiage in the photograph.

SECTION 4.4.2 VIRTUAL STAGING

Listing photographs may utilize virtual staging provided the Public Info and Advertising Remarks state "Photographs used with this listing are presented with virtual staging (visual furnishing added but not physically present in the listed property.)" When virtual staging is used on a photograph, immediately following the staged photograph will be the exact same photograph without virtual staging.

SECTION 4.4.3 PHOTOGRAPH DESCRIPTIONS AND REMARKS FIELDS

Photograph description and remarks fields shall not contain any restricted information detailed in Section 13.1 Public Info field. The offending statement(s) shall be removed from the MLS database by the MLS staff and a fine shall be immediately issued. (See Appendix E.)

SECTION 4.4.4 PHOTOGRAPHS AND VIDEOS OF LISTED PROPERTY

Buyer brokers when showing property must be aware of the responses in these fields.

- a) "Allow Photos/Videos Inside Listing" field is to notify other brokers that they are/are not allowed to take photograph/video pictures inside the listed property.
- b) "Operational Security Devices" field is to notify other brokers that the property has operational security devices operating on the property which are recording videography and/or videography pictures with sound.

SECTION 4.5 SECOND ADDRESS LINE

The second address line shall be used for additional property identification, such as unit #, Condo # etc., but shall not be used for any prohibited public information (refer to SECTION 13.1 PUBLIC DATA DISPLAY). Information entered on the second address line shall not conflict with information provided on the primary address line.

NOTE: Section 4 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 the sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by participant and subscribers seeking the listing upon its expiration. Without such protection, a seller could receive hundreds of calls, communications, and visits by participants and Subscribers who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

Section 4 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 participants would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

Section 4 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. (NAR Mandated)

SECTION 4.6 ASSOCIATED DOCUMENTS

The participant or subscriber may place any document in associated documents that support information entered in the listing, clarifies pertinent data on the listed property, or provides additional information for brokers who may prepare contracts on the property. The participant or subscriber shall not place anything in Associated Documents that would discriminate against or be considered offensive to others; reflect graphic violence or nudity; communicate profanity or obscenities; offends the general public; violate the REALTORS® Code of Ethics; and/or violates any law, rule, or regulation. The board of directors shall fine or suspend the participant or subscriber based on review of the offending document(s) (See Appendix E). Offending document(s) will be removed from the database by the MLS.

SECTION 4.7 REQUIRED FIELDS

Each MLS listing class has required data fields on the database input screens. Failure to fill in any required field accurately shall result in a fine imposed. (See Appendix E).

Each MLS listing must have the properties primary property account number" entered in the "Account Number" field. Only one property account number shall be placed in that field. When additional property account numbers are associated with the listed property, they shall be entered in the "Additional Account Number" field. No other information shall be entered in the number field. When, for example: "see remarks," "county names," "pending approval," "will sub-divide," etc., are deemed necessary, they shall be entered in the "Additional Account Number" field or the "REALTOR® Info" field. Property being entered in MLS that has been recorded, but not assigned a new Account Number, shall enter the properties original account number and in the "Additional Account Number" field or the "REALTOR® Info" field note "New Account Number to be assigned". The Account Number field shall be corrected to reflect any new property account number assigned.

Businesses being sold without a building or land shall only be placed in the Commercial/Industrial Class and are exempt from "Account Number" field requirements. Placement in any other class shall automatically result in a fine (See Appendix E).

SECTION 4.8 LISTINGS OFFERING CONSTRUCTION

New listings offering construction for Residential, Multi-Family, and Commercial/Industrial property shall be entered as Build to Suit until construction has actually begun. Active listings reported in Residential, Multi-Family, and Commercial/Industrial which do not have construction actually ongoing, shall result in a fine (See Appendix E).

SECTION 4.9 LISTINGS INVOLVING MANUFACTURE/MOBILE HOMES

- a. Manufactured/Mobile Homes sold without real property shall not be entered in MLS. Manufactured/Mobile Homes entered without real property will be removed from the MLS database by the MLS staff and shall result in a fine (See Appendix E).
- b. Manufactured/Mobile Homes that have their status changed from personal property to real property by the County Assessor Office; Assessor assignment as property type "PS" or "Permanent Structure"; and the Motor Vehicle Division has deactivated the motor vehicle title, will reflect the Manufactured/ Mobile Home as Residential Property Sub-Type "Single Family Residence" and in Type of Structure select "Permanent Double Wide" or "Permanent Single Wide" any other selection shall result in a fine (See Appendix E.)
- c. Manufactured/Mobile Homes, not permanently set, will be reflected as Residential Sub-Type Manufactured Home". Manufactured/Mobile homes entered as the wrong Residential Property Sub-Type shall result in a fine (See Appendix E).

SECTION 4.10 FAILURE TO CORRECT VIOLATIONS

- a) Participants and subscribers who are fined for rule violations as enumerated in these rules & regulations have twenty-four (24) hours to correct the violation(s) cited in the violation notice, when correctable. Once the violating rule(s) have been corrected/removed, the participant or subscriber shall send an email to the MLS director reporting the correction. The email must be received within the twenty-four (24) hour period. Upon confirmation of the correction/removal the fine will be waived, and the participant or subscriber will be notified by email of the waiver.
- b) Participants and subscribers who fail to correct the rule violation within the twenty-four (24) hour period will be assessed the fine for the rule infraction. The expectation of MLS is that the fine will be paid in compliance with the provisions contained in these rules and regulations and further, that the issue which caused the fine to be assessed will be immediately corrected, when correctable. In the event that the issue which caused the fine is not corrected within five (5) business days there shall be a penalty (additional fine) assessed in the amount of two and one half (2.5) times the amount of the original fine. (See Appendix E)

SECTION 4.11 COPYRIGHT NOTICE ON DOCUMENTS AND PHOTOS SUBMITTED TO THE SERVICE

The copyright notice informs others of copyright ownership. This notice appears as a single continuous statement. This notice contains the copyright symbol "©" and the word "copyright" or the abbreviation "copr", the year of first publication of the works, and the name of the copyright owner. For example: "© Copyright 2020 SNMMLS".

Participants may submit photographs, aerial photography, virtual tours, and associated documents, as examples, to the MLS. Participants must have written permission from the copyright owner to use the work. MLS may request supporting documents to validate copyright permission. Supporting documents requested by staff must be submitted within forty-eight (48) hours of request or the participant shall result in a fine. (See Appendix E)

SECTION 4.12 SERVICES ADVERTISED AS "FREE"

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

SECTION 4.13 NO FILTERING OF LISTINGS

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers and clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (NAR Mandated)

NO COMPENSATION SPECIFIED ON MLS LISTINGS

SECTION 5 No COMPENSATION SPECIFIED ON MLS LISTINGS

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS. Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data or data feeds.

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

Note 2: The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing participant.

Note 3: Multiple Listing Services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient

to pay the total of all lines and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing Services may, as a matter of participant discloses a potential short sale, they must also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract

required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential "remarks" available only to participants and Subscribers. (NAR Mandated)

SECTION 5.0.1 REQUIRED CONSUMER DISCLOSURE

Disclosure of Compensation: MLS Participants and Subscribers must:

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

SECTION 5.0.2 DISCLOSING POTENTIAL SHORT SALES

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total 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. (NAR Mandated)

SECTION 5.0.3 WRITTEN BUYER AGREEMENT

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

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

d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. (NAR Mandated)

SECTION 5.1 PARTICIPANT AS PRINCIPAL

If a participant or any subscriber affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through MLS, that person shall disclose that interest in the public info and advertising remarks when the listing is filed with the multiple listing service and such information shall be disseminated to all MLS participants. (NAR Mandated)

SECTION 5.2: PARTICIPANT AS PURCHASER

If a participant or any subscriber 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 participant no later than the time an offer to purchase is submitted to the listing participant. (NAR Mandated)

SERVICE CHARGES

SECTION 6 SERVICE FEES AND CHARGES

The following service charges for operation of the MLS are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

Initial Participant/Subscriber Fee: An applicant for participation in the Service shall pay an application fee of an amount specified from time to time by the board of directors with such fee to accompany the application. The participants application fee shall become non-refundable and non-transferable. This fee shall be relinquished when a participant ceases being the principal established under the application. Company name changes, when no other change occurs, shall not be considered ceasing participation (See Appendix E).

Recurring Participation Fee: The annual participation fee of each participant's shall be an amount equal to an amount specified from time to time by the board of directors plus gross receipt tax applicable to Las Cruces, times each qualifying or associate broker, licensed assistants, licensed or certified appraiser and/ or individuals seeking licensure or certification as real estate appraisers, whether licensed as a qualifying broker, associate broker or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on a quarterly basis due by the first calendar day of the quarter. Fees shall be prorated on a monthly basis. Failure to pay fees by the invoice specified due date will result in inactivation in MLS plus a reinstatement fee (See Appendix E).

Participants may elect to be exempt from payment 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. Participants shall submit a signed MLS Subscription Waiver Certification Form (Appendix N) to obtain waivers for each licensee or licensed or certified appraiser for nonuse of MLS services. Participants, licensee, licensed or certified appraisers, who sign and submit the Subscription Waiver Certification, found in violation shall be charged a penalty and the waiver certification immediately vacated. The penalty shall be an amount equal to an amount specified from time to time by the board of directors plus gross receipt tax applicable to Las Cruces. Failure to pay fees by the invoice specified due date will result in inactivation in MLS plus a reinstatement fee (See Appendix E). (NAR Mandated)

The annual unlicensed assistant fee of each participant shall be an amount equal to an amount specified from time to time by the board of directors plus gross receipt tax applicable to Las Cruces, times each unlicensed assistant authorized access to the MLS system by the participant. Failure to pay fees by the invoice specified due date will result in inactivation in MLS plus a reinstatement fee (See Appendix E).

The board of directors established service fees and charges are reflected in Appendix A.

*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. * (NAR Mandated) *

COMPLIANCE WITH RULES

SECTION 7 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 violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000.
- e. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, 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.

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

SECTION 7.1 COMPLIANCE WITH RULES

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

- a. For failure to pay any service charge, fine or fee by the specified date, and provided that at least ten (10) business days' notice has been given, the violator's service shall be suspended until such service charges or fees are paid in full. The MLS invoice shall be considered the required notice document. See Appendix E.
- b. For failure to comply with any other rule, all provisions of Section 9 and 9.1 shall apply.
- c. Invoice payments are not exempt under Section 9 and 9.1 and shall be paid as specified by each invoice due date. Failure to make any timely invoice payment may cause other penalties.
- d. Participants are responsible for invoices issued to their company subscribers and shall be obligated for any nonpayment by their subscribers.

SECTION 7.2 APPLICABILITY OF RULES TO USER AND/OR SUBSCRIBERS

Subscribers, unlicensed assistants, and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant.

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The participant shall notify MLS of the severance of any individuals, i.e., licensed associate brokers and unlicensed assistants, who subscribe to MLS within five (5) business days of the severance. Failure to notify MLS of the severance shall result in a five hundred dollar fine to the participant (See Appendix E).

SECTION 7.3 COMPLIANCE VALIDATION PROCESSES

Reported violations shall be validated by staff against these rules and regulations. Database rule violation may be issued a fine without warning or have a correction requested in accordance with these rules and regulations (See Appendix E).

MLS may request supporting documents to validate information accuracy. The requested participant shall provide MLS staff the supporting documents within twenty-four (24) hours of request. Failure to provide requested documents shall result in suspension from MLS, fine issued, or both as established in Section 7 of these rules and regulations (See Appendix E).

The following validation methods are employed to insure rules and regulations compliance:

- a. Computer software.
- b. Correction button that allows email submission.
- c. Member(s) or staff reported observations.

Submissions received are confidential and the reporting party will not be identified.

SECTION 7.4 APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS

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

MEETINGS

SECTION 8 MEETINGS

The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of Article 7, 7.1, and 7.3, bylaws of the service.

ENFORCEMENT OF RULES OR DISPUTES

SECTION 9 CONSIDERATION OF ALLEGED VIOLATIONS

The committee (board of directors) shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the committee (board of directors). The written request must be within twenty (20) days following the noticed violation. (NAR Mandated)

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant.(NAR Mandated)

SECTION 9.1 VIOLATIONS OF RULES AND REGULATIONS

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the 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 directors' decision.

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

of the 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®. (NAR Mandated)

SECTION 9.2 COMPLAINTS OF UNETHICAL CONDUCT

All complaints of unethical conduct shall be referred by the board of directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association bylaws. (NAR Mandated)

SECTION 9.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, and audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.

Upon receiving a notice, the board of directors will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the board of directors of an authority to use the listing content. A decision will be made within thirty (30) days.

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

If after ten (10) days following transmittal of the committee's (board of 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. (NAR Mandated)

SECTION 9.4 MLS RULES VIOLATIONS

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

Note: Adoption of Sections 9.3 and 9.4 are not required if the MLS has adopted alternative procedures to address alleged misuse of listing content that includes notice to the alleged infringer.]]

CONFIDENTIALITY OF MLS INFORMATION

SECTION 10 CONFIDENTIALITY OF MLS INFORMATION

Any information provided by the MLS to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and subscribers 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 subscribers affiliated with such participants. (NAR Mandated)

SECTION 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION

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

SECTION 10.2 ADDITIONAL ALLOWED PERSONS ENTITLED ACCESS TO MLS COMPILATIONS

The additional allowed persons, herein referred to as unlicensed assistants, shall be affiliated with participants and/or subscribers. Those assistants shall be associated with or employed by a participant and/or affiliated subscriber as an

unlicensed compensated employee or assistant. No activity regarding MLS information made available to these assistants shall be permitted without the direct supervision and participant and/or affiliated subscriber as part of their association with the participant and/or affiliated subscriber to secure such MLS data as is specifically instructed and requested in writing by the participant and/or affiliated subscriber. Assistants shall be entitled to attend organized MLS Listing Tour (Caravan) presentations and to present information to distribute or disseminate information prepared and approved by the participant and/or affiliated subscriber. The participant and/or affiliated subscriber shall be responsible to provide orientation to the assistant regarding the sensitivity and confidentiality of the information to be received and shall be responsible for the activities of the assistant. A fee will be assessed to the participant for unlicensed assistants. (See Appendix A)

OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

SECTION 11 AUTHORITY GRANT

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

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

SECTION 11.1 COMPILATION COPYRIGHTS

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

SECTION 11.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION

Each participant shall be entitled to lease from the MLS a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the MLS. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules. (NAR Mandated)

USE OF COPYRIGHTED MLS COMPILATIONS

SECTION 12 DISTRIBUTION

participants shall at all times maintain control over and responsibility for each copy of any MLS data provided to them by the MLS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant

as Subscribers, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the Multiple Listing and Information Service is strictly limited to the activities authorized under a participant's licensor(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 the Multiple Listing and Information Service where access to such information is prohibited by law.

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 derivative format whatsoever.

SECTION 12.1 DISPLAY

Participants, and those persons affiliated as subscribers, 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. Any listing must display, at a minimum, the

name and telephone number of the listing firm. Display of confidential information is prohibited unless specifically authorized elsewhere in these rules. (NAR Mandated)

SECTION 12.2 REPRODUCTION

Participants and subscribers shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of participants and subscribers who are authorized to have access to such

information. Such information shall not be transmitted, re-transmitted, or provided in any manner to any unauthorized individual, office, or firm.

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

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

USE OF MLS INFORMATION

SECTION 13 LIMITATIONS ON USE OF MLS INFORMATION

Information from MLS compilation of current listing information, from Statistical Reports, or from any sold or comparable report of the MLS may be used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker). However, any print or nonprint forms of advertising or other forms of public representations based in whole or in part on information supplied by the 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 Southern New Mexico Multiple Listing Service for the period (date) through (date)".(NAR Mandated)

SECTION 13.1 PUBLIC INFO FIELD

Public remarks are for information on the property. All public info field remarks must be in English first. Other information including but not limited to branded tours, broker incentives, commission details, contact information, personal promotion of agency or specific lender, details regarding offers, etc., are fineable offenses. (See Appendix E) Duplicate listings must reflect the original listing number in "Public Remarks" as "Duplicate listing of L# XXXXXXXXXX".

Further, public remarks shall not contain email addresses, web site addresses, telephone numbers, brokerage name, participant or subscriber name, broker name, mortgage company name, bank names, developer names, or any verbiage

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that encourages other website viewing that pertain to the real estate industry. No references to any documents allowed in Public or Advertising Remarks, REALTOR® remarks are to be used for the above exceptions broker to broker communications. Public data display fields will not be used for advertisements of personal property/sales such as "Estate Sales," "Yard Sales," "Auto Sales," "Auctions," etc., held by owners or their representatives while the property is listed in MLS. The offending statement(s) will be removed from the MLS database by the MLS staff.

The following fields, if included in the MLS database, shall be considered confidential and shall not be disseminated to the public in or by any and all means, including but not limited to, written, printed, faxed, e-mailed, electronic or other communications.

- a. Any or all existing financial information (except the terms Short Sale, REO/Bank Owned, Owner Financing, and Foreclosure are allowed without specific details).
- b. Owner or Tenant names.
- c. Owner or tenant phone numbers.
- d. Sold Price (see Section 2.5 Note 2).
- e. How to show property; its occupancy status; security codes; and any other security information provided about the property, occupant(s), or occupancy status.
- f. Limited Service Listing Field
- g. Entry Only Listing Field.
- h. Cooperative compensation
- i. Designated Broker to Broker text remark field.
- j. Cooperative compensation remarks.
- k. Court Approval Field.
 1. The public is defined as anyone who is not a participant and/or their affiliated subscribers and is not authorized to have MLS participation rights.
 2. These fields shall not be used in any display to the public for advertising purposes. The New Mexico Real Estate Commission has ruled that internet display of real property information is considered advertising.
 3. All fields, not identified as confidential, may be released by participants and/or subscribers, affiliated with the participant, to their clients during contract negotiations, as required consummating the sale. Documents released shall not be incorporated in a contract without the listing participant's prior written permission.

SECTION 13.2 ADVERTISING REMARKS FIELD

Advertising remarks are for information on the property and any other information deemed appropriate by the listing brokerage subject to the Code of Ethics and Fair Housing advertising rules. All advertising remarks must be in English first. Other information including but not limited to agent incentives, commission details, and confidential information are fineable offenses. (See Appendix E) Duplicate listings must reflect the original listing number in "Advertising Remarks" as "Duplicate listing of L# XXXXXXXXXX".

Further, advertising remarks may contain email addresses, web site addresses, Brokerage/Broker telephone numbers, brokerage name, builder name, agent name, mortgage company name, bank names, developer names, or any verbiage that is needed to advertise the listing brokerage and the listed property. No virtual tour addresses may be in advertising remarks. No references to any documents allowed in Public or Advertising Remarks. REALTOR® remarks are to be used for all broker-to-broker communications. Advertising remarks shall not be used for advertisements of personal property/sales such as "Estate Sales," "Yard Sales," "Auto Sales," "Auctions," etc., held by owners or their representatives while the property is listed in MLS. The offending statement(s) will be removed from the MLS database by the MLS staff.

II. The following fields, if included in the MLS database, shall be considered confidential and shall not be disseminated to the public in or by any and all means, including but not limited to, written, printed, faxed, e-mailed, electronic or other communications.

- a. Any or all existing financial information (except the terms Short Sale, REO/Bank Owned, Owner Financing, and Foreclosure are allowed without specific details).
- b. Owner or Tenant names
- c. Owner or tenant phone numbers
- d. Sold Price (see Section 2.5 Note 2)
- e. How to show property; its occupancy status; security codes; and any other security information provided about the property, occupant(s), or occupancy status.

- f. Limited-Service Listing Field
- g. Entry Only Listing Field
- h. Designated Broker to Broker text remark field
- i. Court Approval Field
 1. The public is defined as anyone who is not a participant and/or their affiliated subscribers and is not authorized to have MLS participation rights.
 2. These fields shall not be used in any display to the public for advertising purposes. The New Mexico Real Estate Commission has ruled that internet display of real property information is considered advertising.
 3. All fields, not identified as confidential, may be released by participants and/or subscribers, affiliated with the participant, to their clients during contract negotiations, as required consummating the sale. Documents released shall not be incorporated in a contract without the listing participant's prior written permission.

Section 13.3 Realtor Remark Fields

Realtor Remarks are for realtor-to-realtor communication only. Commission, agent incentives, and commission details are fineable offenses. (See Appendix E)

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 and Information Service, Inc., subject to final approval by the Board of Directors of the Las Cruces Association of REALTORS®, Inc. (NAR Mandated)

Section 14.1 ARBITRATION OF DISPUTES

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

- a. If all disputants are members of the same association of Realtors® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of Realtors®.
- b. If the disputants are members of different associations of Realtors® or if their principal place of business is located within the territorial jurisdiction of different associations of Realtors®, they remain obligated to arbitrate in accordance with the procedures of the _____ (state association of Realtors®). (Amended 11/97)

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code of Ethics and Arbitration Manual of the National Association of Realtors®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular association of Realtors®. (Amended 11/98) O Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the Participant to disciplinary action at the sole discretion of the MLS.

Section 14.2 STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients. (Amended 1/04)

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

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

MLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. (Amended 1/98)

MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 11/01)

The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98)

The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business. (Amended 1/04)

MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)

When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. (Amended 1/98)

MLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule. (Amended 1/04)

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with MLS Participants. (Amended 1/04)

MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (Amended 1/04)

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MLS Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. (Amended 1/04)

On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 8/24)

MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 1/04)

MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a multiple listing service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made. (Amended 1/04)

All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (Amended 1/04)

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (Adopted 1/03, Amended 1/04)

Participants, users, and Subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Adopted 1/98, Amended 1/10)

MLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. (Amended 01/12)

MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a Participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 11/07)

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

- a. engage in deceptive or unauthorized framing of real estate brokerage websites;
- b. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
- d. present content developed by others without either attribution or without permission; or
- e. otherwise mislead consumers, including use of misleading images. (Amended 1/18)

The services which MLS Participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate. MLS Participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (Adopted 11/09)

ORIENTATION

SECTION 15 ORIENTATION

Any applicant for MLS participation and any licensee (including licensed or certified appraisers), affiliated with an MLS participant who has access to, and use of MLS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within ninety (90) calendar days after access has been provided. Failure to complete the orientation scheduled will result in inactivation of all MLS services until orientation is completed. See Appendix E. (NAR Mandated)

NAR LISTING POLICY

SECTION 16 NAR LISTING POLICY

The Multiple Listing and Information Service Rules and Regulations incorporate, by reference, the NAR Multiple Listing Policy, and its revisions.

PARTICIPANT AUTHORIZATION

SECTION 17 PARTICIPANT AUTHORIZATION

If the participant elects to appoint an individual in their office as their signature designee, that participant shall make that designation in writing and have a copy on file at MLS. Signature designees may act on behalf of the participant on any and all MLS business relegated to participant authority. These signature designee appointments shall be renewed annually. The participant shall notify MLS in writing when they withdraw a signature designee authority. The signature designee and participant will be held accountable for any actions taken by the designee.

INTERNET DATA EXCHANGE (IDX)

SECTION 18 IDX DEFINED

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control, websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. (NAR Mandated)

SECTION 18.1 AUTHORIZATION

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket 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. 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 listings by other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display and signed the "Seller Opt-Out" Form at Appendix B. participants' who desire to blanket opt-out of IDX must submit the "Broker Opt-Out Form" at Appendix D and submit the "Subscription Opt-Out Form" at Appendix K. (NAR Mandated)

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 listings by other participants.

SECTION 18.2.1

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

SECTION 18.2.2

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

SECTION 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing participants 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. (NAR Mandated)

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, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency), selection of listings displayed through IDX must be independently made by each participant. (NAR Mandated)

SECTION 18.2.5

Participants must refresh all MLS downloads and displays automatically fed by those downloads at least once every 12 hours. (NAR Mandated)

SECTION 18.2.6

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

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. (NAR Mandated)

SECTION 18.2.8

Any IDX display, controlled by a participant or subscriber that

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

Either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing participant or subscriber 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 participant. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (NAR Mandated)

SECTION 18.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing participant or listing subscriber 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. (NAR Mandated)

SECTION 18.2.10

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

SECTION 18.2.11

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

SECTION 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. (NAR Mandated)

SECTION 18.3 DISPLAY

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

- a. 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.
- b. The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.
- c. Subscribers 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.
- d. All listings displayed pursuant to IDX shall show the MLS as the source of the information: "All listing information was provided by Southern New Mexico Multiple Listing Service. "Displays of minimal information (e.g., "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.
- e. Participants (and their affiliated subscribers, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.
- f. A participant shall limit the number of listings that a consumer may view, retrieve, or download to not more than 500 listings on any inquiry.

- g. The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.
- h. Display of expired, withdrawn, or sold listings is prohibited.
- i. Display of seller's(s') and/or occupant's(s') names(s), phone number(s), and e-mail address(es) is prohibited.
- j. 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.
- k. 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.
- l. 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.
- m. Service fees and charges for participation in IDX are established annually by the board of directors. The established service fees and charges are reflected in Appendix A.

SECURITY

SECTION 19.1 ASSISTANT ENROLLMENT

- a. Unlicensed assistants, who access the MLS database, will be charged a setup fee plus an access fee (See Appendix A). Access will be granted only upon written authorization of their participant (See Appendix J). The Unlicensed Assistant will be required to come to the MLS office with a photo ID prior to setup.
- b. Assistants with an active New Mexico Real Estate or Appraisers License must be members of MLS without exception.
- c. Assistants with an inactive New Mexico Real Estate or Appraisers License may be unlicensed assistants upon certification by the participant that the license is inactive and is not active under any brokerage or participant. This certification shall be provided during the months of March and September annually to MLS. Failure to meet the certification requirements shall result in a fine (See Appendix E).
- d. Unlicensed assistants identified holding an Active New Mexico Real Estate or Appraisers License will immediately be suspended from MLS access and the participant who issued the certification will be fined \$5,000.00 per unlicensed assistant identified as having an Active New Mexico Real Estate or Appraiser License without exception. Any unlicensed assistant fees paid are non-refundable (See Appendix E).

SECTION 19.2 ACCESS APPROVALS

- a. There will be only one password and login issued per participant, subscriber, or licensed / unlicensed assistant. Passwords must contain at least eight characters, two of which must be letters and at least two must be digits. Participants and subscribers and licensed / unlicensed assistants shall immediately change their password when instructed by MLS. Failure to change their password may result in their loss of access to MLS.
- b. Security systems shall be applied to MLS products as they are identified compatible with the current MLS security systems.

SECTION 19.3 ACCESSES AND PASSWORD CONTROL

- a. Any participant, subscriber, or licensed / unlicensed assistant who knowingly allow(s) any other person(s) to obtain their MLS password, for any reason, shall be considered in violation of these rules and shall result in a fine and/or MLS inactivation (See Appendix E).
- b. Inactivation is automatic on the second and any subsequent violations. Inactivation periods will not be less than thirty days and may increase on each violation not to exceed one year, depending on the decision of the board of directors after reviewing the circumstances. Any such violations are cumulative and are not reset based on time.

LOCK BOXES

SECTION 20

Lockbox Fees Lock boxes will be sold to participants at a fee to be established by the MLS board of directors. Lock boxes purchased will be ordered from the manufacturer by MLS and will be paid for in advance by the participant or subscriber. Only lock boxes and keys purchased through the MLS will be covered by warranty.

If a participant wants to allow their subscribers to purchase lock boxes from the MLS office, they must provide a signed authorization for allowed persons. Authorizations will not carry over and must be provided each time at the time of purchase.

SECTION 20.1

Participants are allowed to purchase as many lock boxes as they want from MLS. Once purchased, lock boxes are the property of the participant. Any purchased lock box that fails, while still under a warranty, should be returned to MLS for shipment, at the MLS expense, to the manufacturer for repair or replacement. A replacement box will be issued from the MLS inventory and the ID number of the replacement box will be recorded as belonging to the participant. When the failed lock box is replaced, it will be added to the MLS inventory. Should MLS be charged for the failed lock box repair or replacement, the cost will be passed on to the participant.

SECTION 20.2

Lock boxes purchased by participants will not be refunded or bought back by MLS.

SECTION 20.3

- a. There will be only one (1) eKey issued to licensed participants, subscribers or appraisers who hold current membership in MLS.
- b. Use of an eKey by anyone other than the participants, subscriber, or appraiser to whom the key is issued, including unlicensed assistants, shall result in a fine and/or MLS inactivation of the key holder (See Appendix E).
- c. MLS will not approve nor sanction any lockbox key for use with any MLS system except those issued, leased, and/or purchased from MLS.

RENTAL

SECTION 21 RENTAL

This category is specifically for rental property that is not commercial. Except as provided for in 21.4, Rental and/or lease properties shall only be entered in the Rental and Commercial Lease classes (See Appendix E). The only available statuses for the Rental class will be Active, Active TOM (Temporarily off the Market), Withdrawn, Rented, and Expired.

SECTION 21.1

Rental property may go in this category when the participant has a written management agreement for the property. The expiration date reflected will be the management agreement expiration date.

SECTION 21.2

There is no requirement that rental properties be entered into the MLS database, however when entered all MLS rules will apply except the initial entry into the MLS database. Entry into the "Rental" class is not required within five days of the management agreement.

SECTION 21.3

Participants may enter rental listings in a sales class provided the duplication is not misleading to the public or other MLS members and reflects the original listing number in "Public Remarks" and "Advertising Remarks" as "Duplicate listing of L# XXXXXXXXXX". Purchase options and required tenant rights shall be reflected under listing contingencies when duplicate entries are being utilized.

SECTION 21.4

Participants may enter rental listings in a sales class provided the duplication is not misleading to the public or other MLS members and reflects the original listing number in "Public Remarks" and "Advertising Remarks" as "Duplicate listing of L#

XXXXXXXXXX". Purchase options and required tenant rights shall be reflected under listing contingencies when duplicate entries are being utilized.

BUILD TO SUIT

SECTION 22 BUILD TO SUIT

There is no requirement that "Build to Suit" properties be entered into the MLS database. However, when entered, all MLS rules will apply.

This category is specifically for land that does not have existing construction but is approved or preliminarily approved for construction. The only available status for these listings will be Active, Cancelled or Expired.

- a. A listing may go in this category when:
 1. There is a written listing agreement with a builder.
 2. There must be a legal description.
 3. The builder must own or have the legal right to sell the land.
 4. Once construction begins, the listing must be removed from Build to Suit and entered into the other appropriate class, i.e., residential, multi-family or commercial. The listing participant will be fined when the listing is not moved to the appropriate class when construction begins (See Appendix E).
 5. The ending date cannot exceed the expiration date of the listing contract.
- b. The only acceptable pictures are:
 1. Land Only
 2. New home renderings and/or pictures of other like homes for reference are acceptable provided they are noted as renderings in "Public Info" and "Advertising Remarks" fields.

SECTION 22.1 BUILD TO SUIT CANCELLATION

Listings cancelled in this class as a result of construction starts shall be reflected as cancelled. Once listings are cancelled under this section, participants shall notify MLS so entry into the cancelled duplicate List Status may be completed. Failure to make this notification within three (3) business days after being placed in a cancelled status shall result in a fine (See Appendix E).

ACCURACY OF INFORMATION

SECTION 23 DATA ACCURACY

Multiple Listing and Information Service strives to ensure information presented is accurate and presents a true picture. MLS may request supporting documents to validate information accuracy. The requested participant shall provide MLS Staff the supporting documents within twenty-four (24) hours of request. Failure to provide requested documents shall result in suspension from MLS, fine issued, or both as established in Section 7 of these rules and regulations.

SECTION 23.1 SUBMISSION TO THE SERVICE

Listing information shall be reported to MLS accurately by the listing participant. Listing participants shall ensure all information; including portions thereof, graphics contained thereon, or any of the content of the submitted information is

reported accurately and represents a true picture of the listing submitted. A fine shall be imposed, per field, for any required field that is not populated and/or any field not accurately populated (See Appendix E).

SECTION 23.1.1 CO-LISTED LISTINGS SUBMISSION TO THE SERVICE

Listings reflecting brokers from two different firms may be submitted to the service when both firm participants have agreed, and each listing broker reflected on the submitted listing are participants or subscribers of SNMMLS.

SECTION 23.2 HISTORICAL RECORDS OF THE SERVICE

Closed listings, identified by statuses of "Withdrawn," "Expired" and "SOLD" are considered historical records and will not be altered by the listing participant once given those statuses. Requests for those listings to be altered will be submitted to the MLS by the listing participant. When changes involve sold information, i.e., "Sale Price," "Selling Office" or "Selling

Broker," the other involved participant(s) must agree in writing to the changes being requested. Changes requested from non-participants will not be considered. Disputed alterations of historical records may be referred to the board of directors for consideration only by involved participant(s). MLS staff may correct historical records when the requests are received, and information is verified to be accurate.

SECTION 23.3 PARTICIPANT DEFINED

Participant, as used in these rules and regulations, is defined as the qualifying broker participant or his/ her signature designee established under Section 17. No MLS participating company may have more than one qualifying broker participant. Qualifying broker participants may have multiple signature designees under Section 17.

SECTION 23.4 SERVICE DEFINED

Multiple Listing Service or MLS as used throughout these rules and regulations, is defined as the Multiple Listing & Information Service (MLS), Inc. dba Southern New Mexico Multiple Listing Service (SNMMLS).

SECTION 23.5 CUMULATIVE DAYS ON MARKET

Cumulative Days on Market (CDOM) will calculate the cumulative days on market of a new listing if it is a re-list. CDOM have the ability to omit time a listing has spent in an "Off Market" status. CDOM looks back ninety (90) days using a search matching process to determine if listings match. The listing in this pool with the most recent of market date is used to increment the cumulative days on market fields for the new listing. CDOM does not look back for matches beyond the ninety (90) day window. However, the property history report looks back for an indefinite period.

SECTION 23.6 ADDITION OF STREET NAMES

No street name(s), outside of Doña Ana County, shall be entered into the MLS database until verified by MLS staff using information provided by the listing agent (e.g., recorded county records, plat maps, etc.).

Listing brokers shall submit all street name(s) requests by email to the current MLS Tech. Street name additions may take up to seven (7) business days to be added to the database.

SOLD BEFORE ENTRY

SECTION 24 SOLD BEFORE ENTRY

There is no requirement that "Sold Before Entry" properties be entered into the MLS database. However, when entered, MLS accuracy rules will apply.

This category class is specifically for sold properties where the reporting participant does not have a listing but has permission to report the sale. The only available status for these properties will be "SOLD- NO LISTING" and must be entered within five (5) business days of closing. Properties entered after five (5) business days shall have a fine imposed (See Appendix E).

Both listing date and expiration date shall be entered to match the MLS input date. List price and sale price shall be entered to reflect the actual selling price reflected on closing documents.

This listing class shall not be distributed outside MLS. Properties entered in this category are subject to verification. The reporting participant shall provide requested documents to MLS Staff within twenty-four (24) hours of request. Failure to

provide requested documents may result in suspension from MLS and the property information may be removed from the database by MLS Staff.

TEAMS

SECTION 25 TEAMS DEFINED

A team is a group of two or more within the same company who work exclusively together for the joint benefit and profit of the group concerned; generally, has single leadership and name; and no member of the group is the participant or a real estate company. All members of teams must be active subscribers or licensed/ unlicensed assistants to the MLS.

Team's may request the listing broker report the team's name on sales reported sold by members of the team when the team's name was utilized on selling transaction documents.

ASSUME IDENTITY

SECTION 26 ASSUME IDENTITY

Assume identity allows a user to login and then assume the identity of another person without logging out of the MLS database or needing to know the user's login name or password. Assume identity is setup by MLS Staff once the Assume Identity Form (See Appendix I) has been received by MLS Staff and the setup fee (See Appendix A) paid.

USE OF TERMS - MLS AND MULTIPLE LISTING SERVICE

SECTION 27 PROHIBITION ON USE OF TERMS

No MLS participant or subscriber 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 or subscribers affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

VIRTUAL OFFICE WEBSITE (VOW)

SECTION 28 VOW RULES

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

SECTION 28.1 VOWS DEFINED

- a. A Virtual Office Website ("VOW") is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the participant's oversight, supervision, and accountability. A non-principal subscriber affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-principal subscriber is subject to the participant's oversight, supervision, and accountability. (NAR Mandated)
- b. As used in Section 28 of these Rules, the term "participant" includes a participant's affiliated non-principal subscribers – except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a participant, by a non-principal subscriber, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant. (NAR Mandated)
- c. "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS Listing Information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS Listing Information is derivative of the rights of the participant on whose behalf the AVP operates a VOW. (NAR Mandated)
- d. As used in Section 28 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants. (NAR Mandated)

SECTION 28.2

- a. The right of a participant's VOW to display MLS Listing Information is limited to that supplied by the MLS (s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. (NAR Mandated)
- b. Subject to the provisions of the VOW Policy and these rules, a participant's VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., "Internet Data Exchange" (IDX). (NAR Mandated)
- c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW. (NAR Mandated)

SECTION 28.3

- 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:
 1. 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.
 2. 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.
 3. The participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The participant must also assure that any email address is associated with only one username and password. (NAR Mandated)
- b. The participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The participant must at all times maintain a record of the name, email address, username, 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. (NAR Mandated)
- 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, username, and current password, of any Registrant suspected of involvement in the breach or Registrant violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such. (NAR Mandated)
- d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to, a term of use provision that provides at least the following:
 1. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant.
 2. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use.
 3. 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.
 4. 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.
 5. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database. (NAR Mandated)
- 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. (NAR Mandated)
- 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
- g. MLS rules and monitoring display of participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the participant and the Registrant. (NAR Mandated)

SECTION 28.4

A participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the participant to ask questions, or get more information, about any property displayed on the VOW. The participant, or a non-principal subscriber 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. (NAR Mandated)

SECTION 28.5

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

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

SECTION 28.6

- a. A participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing participant to withhold the seller's listing or property address from display on the Internet. The listing participant 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. (NAR Mandated)
- 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 as reflected at Appendix B. (NAR Mandated)

Seller Opt-out Form(Example)

1. Check one.

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

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

Initials of Seller

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

SECTION 28.7

- a. Subject to subsection (b), a participant's VOW may allow third parties
 1. To write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 2. Display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. (NAR Mandated)
- 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 participant or Subscriber shall communicate to the MLS that the seller has elected to have one or both features disabled or discontinued on all participants' websites. Subject to the foregoing and to SECTION 28.8, 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." (NAR Mandated)

SECTION 28.8

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

SECTION 28.9

A participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every twenty-four (24) hours. (NAR Mandated)

SECTION 28.10

Except as provided in these rules, the National Association of Realtors® VOW Policy, or any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity. (NAR Mandated)

SECTION 28.11

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

SECTION 28.12

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. (NAR Mandated)

SECTION 28.13

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. (NAR Mandated)

SECTION 28.14

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

SECTION 28.15

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 type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- c. The seller's and occupant's name(s), phone number(s), or e-mail address (es).
- d. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
- e. Sales price

Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15f must be omitted.

SECTION 28.16

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

SECTION 28.17

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 28.18

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

SECTION 28.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

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

SECTION 28.20

A participant shall require that Registrants' passwords be reconfirmed or changed every one-hundred eighty (180) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

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

SECTION 28.21

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

SECTION 28.22

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

SECTION 28.23

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 28.24

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

SECTION 28.25

Where a seller affirmatively directs his or her listing participant to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours. The Seller Opt-Out Form at Appendix B shall be used.

MLS UTILIZATION

SECTION 29

Participants that wish to establish IDX or VOW's must notify MLS of their intention at least ten (10) business days in advance of establishing the site and must make the site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

SECTION 29.1 PARTICIPATION

Participants are granted participation with MLS membership. This authorizes the participant to enter and display listing data in the MLS database. Participants are responsible and accountable for their listing data entered in the MLS database.

Participants allow their subscribers to have MLS access to the database and may authorize a subscriber to have input privileges. Access is withdrawn upon the participant's membership suspension or termination and their subscriber's access is withdrawn in conjunction with the participant's suspension or termination. When a subscriber leaves their firm participants must notify MLS in writing of the subscribers' departure.

MLS may amend or require new participation agreements signed and acknowledged by participants, their subscribers, or their unlicensed assistants who participate in the MLS. This requirement may be at any time at MLS's sole discretion. MLS shall provide written notice to participants at least thirty days in advance of the effective or required date. Participants are responsible for notification and compliance by their subscribers and unlicensed assistants. Further, failure of any participant,

Subscriber or unlicensed assistant to comply with the noticed MLS requirements shall be suspended from MLS access and/or participation until in full compliance. Participant's failure to notify MLS within five (5) business days of the subscriber's departure is subject to a fine (See Appendix E).

SECTION 29.2: MLS DATABASE ACCESS USING Web API

MLS utilizes MLS Grid to allow participants and subscribers access to the MLS database for Internet Data Exchange (IDX); Virtual Office Website (VOW); Back Office (BO); and Participant Listing Information only (PT). Please visit mlsgrid.com/resources for guides on setting up Web API access.

a) INTERNET DATA EXCHANGE (IDX) AGREEMENTS

Participants may purchase IDX access from MLS. This grants and verifies the participants' right to display IDX data on one of their firm websites using the Web API delivery system.

Participants may authorize their firm subscribers to purchase and display IDX data. Participants are responsible and accountable for MLS data displayed under these IDX agreements. Agreements are effective upon signing and credit card payment of fees through the MLS Grid. IDX Access will not be provided until these actions are completed. Failure to pay fees will result in immediate inactivation of the IDX Web API Access. MLS Grid reactivation fees may apply.

IDX access is withdrawn upon the participant's membership suspension or termination and their subscriber's access is withdrawn in conjunction with the participant's suspension, termination, or failure to pay fees. When a subscriber leaves their firm, participants must notify MLS in writing within five (5) business days of the subscribers' departure.

Participants must notify MLS of any change in websites displaying the MLS data provided under these agreements. Failure to make any of these notifications shall have a fine imposed (See Appendix E).

b) VIRTUAL OFFICE WEBSITE (VOW) AGREEMENTS

Participants may purchase VOW access from MLS. This grants and verifies the participants' right to display VOW data on one of their firm websites using the Web API delivery system.

Participants may designate an Affiliated VOW Partner ("AVP") to operate a VOW on their behalf, subject to the participant's supervision and accountability and terms of this agreement. The AVP and participant must both sign the MLS agreement. Participants are responsible and accountable for MLS data displayed under a VOW agreement.

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Participants may authorize their firm subscribers to purchase and display VOW data. Participants are responsible and accountable for MLS data displayed under these VOW agreements. Agreements are effective upon signing and credit card payment of fees through the MLS Grid. VOW Access will not be provided until these actions are completed. Failure to pay fees will result in immediate inactivation of the VOW Web API Access. MLS Grid reactivation fees may apply.

VOW access is withdrawn upon the participant's membership suspension or termination and their subscriber's access is withdrawn in conjunction with the participant's suspension, termination, or failure to pay fees. When a subscriber leaves their firm, participants must notify MLS in writing within five (5) business days of the subscribers' departure.

Participants must notify MLS of any change in websites displaying the MLS data provided under these agreements. Failure to make any of these notifications shall have a fine imposed (See Appendix E).

c) BACK OFFICE (BO) AGREEMENTS

Participants may purchase BO access from MLS. This grants and verifies the participants' right to display BO data on one of their firm's websites using the Web API delivery system. Participants are responsible and accountable for MLS data displayed under a BO agreement.

Participants shall not authorize their firm subscribers to purchase and display BO data. Participants are responsible and accountable for MLS data displayed under a BO agreement. Agreements are effective upon signing and credit card payment of fees through the MLS Grid. BO Access will not be provided until these actions are completed. Failure to pay fees will result in immediate inactivation of the BO Web API Access. MLS Grid reactivation fees may apply.

BO access is withdrawn upon the participant's membership suspension, termination, or failure to pay fees. Participants must notify MLS of any change in websites displaying the MLS data provided under these agreements. Failure to make any of these notifications shall have a fine imposed (See Appendix E).

d) PARTICIPANT OWN LISTING DATA (PT) AGREEMENTS

Participants may request and receive PT data access for their own listing information submitted to the MLS. The Participant may request this access by submitting a letter to the MLS requesting their MLS submitted listing data be provided to the participant or their designee identified in accordance with Section 17 of these rules and regulations. Participants or their designee then visit mlsgrid.com/resources for guides on requesting PT Web API access. Once set up in the MLS Grid, the Participant or their designee may refresh or access their submitted MLS data as frequently as they deem appropriate. Participants or their designee may utilize their data as they deem appropriate to

include co-mingling their listing data received from MLS with their listing data received from other MLSs without restrictions.

NOTE: Data received under the participant listing data access provisions may not be co-mingled with IDX or VOW information. MLS may suspend or terminate the participants listing data access on MLS membership suspension or termination, REALTOR status suspension or termination, and failure to timely pay any fees associated with the participant listing data access.

e) OTHER DATA LICENSES

Data Licenses may be issued under contractual agreements approved by the board of directors or AE. MLS may enter into these contractual agreements with any other MLS or other unspecified identity, under which the parties have contractually agreed to provide database information/MLS services. These licensees shall not make Licensed Materials available to any party unless expressly authorized by the written agreement. Data Licenses may be issued by MLS when the benefit increases MLS supported product availability for a majority of members or supports MLS systems offered.

SECTION 29.3 DISPLAY OR DISTRIBUTION ON NON-IDX AND NON-VOW SITES/ CHANNELS

Participants may display their firm's property listings on non-IDX and non-VOW sites/channels as they deem appropriate [often referred to as Social Media sites/channels]. Display or distribution of MLS listing data obtained through the IDX policy and rules and the VOW policy and rules are not authorized for display outside those policies and rules.

When participants and subscribers display property listings on non-IDX and VOW sites/channels they must not display or circulate any statement or advertisement with respect to selling or renting of properties that indicates any preference,

limitations, or discrimination based on race, color, religion, sex, handicap, familial status, nation origin, sexual orientation, or gender identity.

FINANCIAL STATEMENTS

SECTION 30 MLS FINANCIAL STATEMENTS

The Income Statement of the Multiple Listing and Information Service is available to participants, during regular business hours and upon advanced request, for inspection and review at the association office. Records shall not be copied or removed from the premises. An MLS Confidentiality and Nondisclosure Agreement must be signed by the participant requesting the review prior to the review.

DEFINITIONS

SECTION 31 DEFINITIONS

1. Domain or Domain Name means a URL less the "http://" and any material appearing to the right of the next slash ("/") in the address. (So for example, in the URL "http://something.lcar.biz/homepage.html", the Domain Name is "something.lcar.biz")
2. Second Level Domain means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top-Level Domain. (In the example, "lcar.biz")
3. Third Level Domain means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, "something.lcar.biz")
4. Top Level Domain means the portion of the Domain Name to the right of the right-most period. (In the example, ".biz")
5. URL means a web address, including the http:// and any material appearing after a slash in the address.
6. Firm-Related Persons means consultant, if any, and employees of firm who are not Associate Brokers or broker/managers.
7. Firm Internal Use is any use of or portions of the MLS data relating to firm's own listings; and any use of those portions of the MLS data relating to listings of participants other than firm that exposes MLS data only to Firm Related Persons and to Associate Brokers affiliated with firm, subject to the MLS policies and these Rules and Regulations.
8. Vendor Subscription Services is a form of web syndication in which the MLS IDX data is made available to multiple other sites through a single vendor.
9. Web syndication refers to making web feeds available from a single site to other sites. The term can also be used to describe other kinds of licensing website content so that other websites can use it.
10. Price change is the date the seller signs the price change document.
11. Under agreement is the last signing date for acceptance of all offers and counteroffers.
12. Termination date is the date listed on the terminating agreement.
13. Closing date used in these rules and regulations shall mean the date the parties sign the closing documents (sometimes also referred to as the settlement/signing date).
14. Permanent Manufactured/Mobile Home is a Manufactured/Mobile Home that has been declared by the County Assessor as a permanent structure on the tax rolls and the Motor Vehicle Division (MVD) has deactivated the Manufactured/Mobile Home Title (i.e., it has become real property not personal property).

15. Aerial photography means the taking of photographs/videography of the ground or a ground-based object from an elevated/downward position and the camera is not supported by a ground-based structure/ person.
16. Drone or Unmanned aerial vehicle (UAV), commonly known as a drone, unmanned aircraft system (UAS), or by several other names: Means an aircraft without a human pilot aboard. The flight of UAVs may operate with various degrees of autonomy: either under remote control by a human operator, or fully or intermittently autonomously, by onboard computers.
17. Satellite means an object launched to orbit Earth or another celestial body, as a device for reflecting or relaying radio signals or for capturing images.
18. Filed or report as used in these rules and regulations means entered or modified in the MLS database.
19. Electronic notice when used in these rules and regulations shall be deemed a written notice when sent by email message to the electronic mail address specified by the receiving member and shall be deemed received at the time the electronic notice is sent.
20. Email when used in these rules and regulations means a message sent to a unique electronic mail address.
21. Electronic delivery when used in these rules and regulations means the delivery of documents by facsimile, or electronic mail, the internet or other electronic means.
22. Link as used in these rules and regulations means a word or object that allows you to jump to a new location when you click, tap or place the link in a web browser.
23. Listing Date, as used in these rules and regulations, is the TERM of the fully executed agreement begins on.
24. Virtual Tour as used in these rules and regulations includes the term video.
25. Video is an electronic medium for the recording, copying, playback, broadcasting, and display of moving visual media.
26. Business Day: Monday through Friday, excludes weekends, and Federal holidays.
27. New Construction: Property that has never been occupied or used for any purpose.

SECTION 32 BROKERAGE BACK OFFICE (BBO)

SECTION 32.1 BBO RULES

Participants are entitled to use BBO Data subject to following rules:

SECTION 32.2 BBO DEFINED:

- 1) BBO Data” means all real property listing and roster information in the MLS database, including all listings of all participants, but exclude:
 - a) MLS only fields (those fields only visible to MLS staff and the listing participant), and
 - b) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.
- 2) BBO Use” means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes:
 - a) Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant.
 - b) Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law.

- c) Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant.
 - d) Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.
- 3) BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant's designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers. Subscribers are not authorized to request or receive a BBO feed except as a participant's designee.

SECTION 32.3 BROKER OPT-OUT

There is no option for participants to opt out their listings from the Brokerage Back Office.

SECTION 32.4 DATA USE

- 1) Participants who operate a BBO may use that data to operate one VOW and/or one IDX site subject to the provisions of the VOW Policy (Section 28 of these rules) and subject to the provisions of the IDX Policy (Section 18 of these rules) including any VOW operated on behalf of a participant by an AVP.
- 2) Except as otherwise provided in the VOW or IDX policies 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 and/or IDX sites.
- 3) Use of roster information may be limited by the MLS participation agreement and BBO license agreements.

SECTION 32.5 NOTIFICATION

A participant who intends to operate a VOW and/or IDX website to display MLS Listing Information received with a BBO feed must notify the MLS of its intention to establish a VOW and/or IDX Websites ten (10) days in advance and must make the VOW and/or IDX readily accessible to the MLS for purposes of verifying compliance with these Rules, the IDX and VOW Policies, and any other applicable MLS rules or policies.

SECTION 32.6 DATA MODIFICATION

A participant shall not change the content of any MLS Listing Information that is received by a BBO from the content, as it is provided by the MLS. This rule does not restrict the format of display of MLS Listing Information except as established by IDX and VOW Policies when implemented with data from the BBO feed.

SECTION 32.7 BBO LICENSING

MLSs may impose reasonable licensing provisions and fees related to participant's license to use Brokerage Back Office Feed Data. MLSs may require the participant's designee to sign the same or a separate and different license agreement from what is signed by the participant.

SECTION 32.8 BBO AGREEMENTS

- 1) Participants may purchase BBO access from MLS. The BBO agreement grants participants the right to utilize BBO data for their firm's brokerage management system and other systems as noted in these rules.
- 2) Participants may designate a BBO Affiliated Partner ("BBOAP") to operate a BBO on their behalf, subject to the participant's supervision and accountability and terms of this agreement. The BBOAP and participant must both sign the MLS agreement.
- 3) Participants are responsible and accountable for MLS data received under a BBO agreement.
- 4) These agreements are effective upon agreement signing and payment of fees per the menu of services at Appendix A.



APPENDIX A - FEE SCHEDULE
 Charges are subject to Las Cruces Gross Receipts Tax (GRT)

<u>Description</u>	<u>Per User - Remarks</u>
Unlicensed Assistant MLS System Access Fee	
Setup	\$21.08
Quarterly Fee	\$108.31
New Participant Setup Fee	
	\$500.00 + GRT
Assume Identity	
Setup Fee (each team setup)	\$20.00 + GRT
Modification Fee (each modification)	\$20.00 + GRT
Supra E-Key - paid to Supra	
Setup Fee (onetime fee)	\$50.00
Basic Service (monthly charge)	\$14.99 + GRT
Professional Service (monthly charge)	\$35.99 + GRT
MLS Staff Services	
Listing Input Fee (per listing)	\$25.00
Supra Lockbox (per lockbox)	\$106.35
Office Transfer Fee (each broker)	\$11.04
Web Application Program Interface (Web API)- (no FTP available)	
Setup Fee (onetime fee)	\$271.00
Web API Fee per set up (monthly fee)	\$28.00
Web Application Program Interface (VOW) (no FTP available)	
Setup Fee (onetime fee)	\$271.00
Fee per set up (monthly fee)	\$28.00
Vendor Subscription Service	
Monthly Subscription	\$226.00
Brokerage Back Office Access (BBO)- (no FTP available)	
	\$500.00 + GRT
Setup Fee (onetime fee)	
Web API Fee (monthly fee) – (single URL access).	\$100.00 + GRT



APPENDIX B - Seller Opt-Out Form

Date: _____ MLS# _____

Property Address: _____

1. Please check either Option A or Option B:

OPTION A

I have advised my broker that I do not want the listed property to be displayed on the Internet.

Or

OPTION B

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

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

PROPERTY OWNER(S) (Owner(s) signature required)}

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

LISTING BROKER(S)

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____



APPENDIX C - Exclusive Input Waiver Form

Property Address: _____

Listing Date: _____ Expiration Date: _____

EXCLUSIVE WAIVER SECTION

[Exclusive waiver expires one year from submission to MLS not to exceed the listing expiration date entered above.]

I hereby certify that my listing broker has shown me the advantages of the Multiple Listing Service system, but I do not wish my property to be listed with the Southern New Mexico Multiple Listing Service.

Print listing Broker Name: _____

Property Owner(s) (Signatures required) Date: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

LISTING INPUT WAIVER SECTION

[Input waivers expire sixty (60) days from submission to MLS not to exceed the listing expiration date entered above.]

Listing input will be/has been postponed to MLS due to listing property being completed prior to marketing and is not being shown by my firm.

Listing input will be/has been postponed to MLS due to listing documents needs out of town owner/co-owner signatures

Other – Explain: _____

Property Owner(s) (Signatures optional). **Date:** _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print listing Broker Name: _____

Print Participant Name: _____

Participant Signature: _____ Date: _____

(Office Qualifying Broker Signature Required on Input Waivers)

EMAIL to Brandon@lcreators.com



APPENDIX D - Broker opt - Out Form

Effective Date: _____

Company Name: _____

- 1.) I am the participant of the above noted firm and herewith make notification to the Multiple Listing Service (MLS) in accordance with Section 18.1 of the Service Rules and Regulations that my firm elects to “opt-out” of MLS Internet Data Exchange (IDX) program. I understand that my firm’s listings will not be displayed on Internet Data Exchange (IDX) websites.
- 2.) I understand that as a result of this “opt-out” my firm, and any branch offices under my firm, may not display other MLS Participants listings utilizing the Internet Data Exchange (IDX) license. This provision includes framing other locations that utilize MLS data under those licenses or MLS data provided to third parties.
- 3.) I understand and acknowledge that I may not revoke this “opt-out” for a period of one hundred twenty (120) days from the date this “opt-out” is received by MLS or the effective date provided, whichever is later.

Participant (signature required):

Print name: _____ Signature: _____

Date received by MLS: _____

Date IDX opt-out set: _____



APPENDIX E - FINES

WAIVER FORM SUBMISSIONS WITHIN FIVE (5) BUSINESS DAYS PREVENT THESE FINES

<u>Section</u>	<u>Description</u>	<u>Amount</u>
1	Listing not submitted within five (5) business days	\$50
1.1	Broker services without a signed buyer's agreement	TBD
1.3	Office exclusive listings not submitted within five (5) business days	\$50
1.4	Status changes must be reported within five (5) business days	\$50
1.4	Sold listings must be reported within seven (7) business days	\$50

WAIVER FORM SUBMISSIONS WILL NOT PREVENT THESE FINES

1	Late fine applied for no waiver form submitted within five (5) business days	\$50
1.3.1	Failure to submit signed copy of Appendix B to MLS within five (5) business days	\$50
1.5	Withdrawn listings must be reported to MLS within five (5) business days and documents provided to MLS.	\$50
1.17	Participant's failure to provide email addresses for each individual in office with MLS access.	\$50
1.4.1	Listing under a purchase agreement and not in a pending status	\$50
1.4.2	Temp Off Market section violations	\$50
1.8	Failure to notify MLS of cancelled listing	\$50
2.5.1	Disclosure of sold price to the public	\$500
2.7.1	Duplicate listing not removed within five (5) business days	\$50
2.7.1	Failure to remove duplicate listing after fined	Suspension
2.7.1	Failure to note in Public Info and Advertising Remarks fields duplicate listings as "Duplicate Listing of L#XXXXXX"	\$50
2.7.1	Failure to notify MLS so entry into the Withdrawn-duplicate List Status may be completed (e)	\$50
2.7.1	Failure to notify MLS within three (3) business days of required status change to "Withdrawn duplicate" (f)	30-day Suspension
2.11	Failure to enter a "Coming Soon" listing into the MLS database	\$50
2.11	Showing a "Coming Soon" listing	\$50
2.12	Failure to enter a "Office Exclusive Listing" in the MLS database	\$50
2.12	Failure to add the Exclusive Input Waiver Form as an Associated Document	\$50
2.8	Failure to reinstate a pending sale and/or cancellation within five (5) business days	\$50
4.4	Failure to supply documentation within twenty-four (24) hours	\$50

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4.4	Entering branded photographs into the MLS database	\$50
4.4	Failure to submit minimum of five (5) photos	\$200
4.6	Entering offending or prohibited associated documents into the MLS database	\$50
4.7	Required listing input field left blank (a)	\$50
4.7	Placing a Business for Sale in a class other than Commercial (c)	\$50
4.9	Active listings in Residential, Multi-Family and Commercial/Industrial with no actual construction	\$50
4.10	Manufactured/Mobile Homes sold without real property (a)	\$50
4.10	Manufactured/Mobile homes entered as the wrong Residential Type (c)	\$50
6	Failure to pay service fees by invoice date – Reinstatement fee charged	\$50
6	Failure to pay service fees by invoice date – Inactivation	30-day suspension or until paid (whichever is greater)
7.1	Failure to pay any service charge (s), fines(s) or fee(s) by invoice date.	30-day suspension or until paid (whichever is greater)
7.2	Failure to notify MLS of severance	\$500
7.3	Failure to provide MLS with requested documents (fine)	\$250
7.3	Failure to provide MLS with requested documents (suspension)	30-day suspension
13.1	Entering prohibited data in Public remarks – per listing	\$200
13.2	Entering prohibited data in Advertising Remarks – per listing	\$50
13.3	Entering prohibited data in Realtor Remarks – per listing	\$500
15	Failure to complete scheduled New Member Orientation	30-day suspension
19.1	Active NM Real Estate licensee certified as unlicensed or having inactive license (Section c)	\$500
19.1	Active NM Real Estate licensee certified as unlicensed or having inactive license (Section c)	30-day suspension
19.1	Participant failure to certify unlicensed assistant (Section d)	\$5000
19.3	Allowing another person(s) to obtain login credentials (Section a)	\$500
20.3	Unauthorized use of an E-Key (Section b)	\$500
21	Rental/Lease property in classes other than rental/lease classes	\$50
21	Failure to supply documentation within twenty-four (24) hours	\$50
22	Failure to remove a listing from Build to Suit after construction starts	\$50
22.1	Failure to notify MLS within three (3) business days	\$50
23.1	Failure to enter accurate listing data in the database – per field	\$50
24	Failure to enter Sold Before Entry within five (5) business days	\$50
29.1	Participant failure to notify MLS of subscriber departure from company	\$500

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29.2	Reactivation Fee	\$100
29.2	Participant failure to notify MLS of subscriber using IDX departure from company	\$500
29.3	Reactivation Fee	\$100
29.3	Participant failure to notify MLS of subscriber using VOW departure from company	\$500



APPENDIX F- Team Setup & Authorization Form Team

Listing Disposition

- Only the Team Leader with the approval of the participant may have listings released from the Team name.
- Team changes, to include office moves, may be approved by the Team Leader.
- Team Leader may make changes in the team membership, but only the Participant may approve the release of listings from the company name.
- All changes in the Team will be approved by the participant.

TEAM AUTHORIZATION

My signature below certifies and approves of the team setup instructions. I agree that listing and/or sales entered and reported into the Multiple Listing and Information Service database are the property of the participant (Company Qualifying Broker). I agree with the disposition instruction identified for the team and understand and agree that listings and sales reported for the team will not be reported as my individual listings and/or sales. If I leave the team, all listings will remain assigned to the team.

Team Leader: _____ Date: _____

Team Member: _____ Date: _____

PARTICIPANT (COMPANY QUALIFYING BROKER) APPROVAL

I approve of the Team Setup as reflected on this form, and Appendix H - Team Termination Form, and hereby request the identified Team be established in the Multiple Listing & Information Service database with an effective date of _____. I have discussed and confirmed that each member of the team understands and agrees that listings will not be removed from the team and assigned back to individual team members should they depart the team or company.

Participant signature: _____ Date: _____

Participant name: _____



TEAM INFORMATION APPENDIX G

Team Name: _____ Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Team Leader: _____ Team Web Page: _____

	<u>Description</u>	<u>Address (URL)</u>
Email Address 1	_____	_____
Email Address 2	_____	_____
Email Address 3	_____	_____

	<u>Description</u>	<u>Area Code & Number</u>
Phone Number 1	_____	_____
Phone Number 2	_____	_____
Phone Number 3	_____	_____

- Yes No Team Name will replace Agent Name on Listing Views
- Yes No E-mail Address1 Replaces Agent E-mail on Listing Views
- Yes No Phone Number1 Replaces Agent Phone on Listing Views
- Yes No Phone Number1 Replaces Office Phone on Listing Views

TEAM MEMBERS

Name	Effective Date	Member or Assistant	Enter / Edit Listings

A Team is a group of two or more within the same company who work exclusively together for the joint benefit and profit of the group concerned has single leadership and name; and no member of the group is the participant or a real estate company or the company owner.



**APPENDIX H - Team Termination Form
Team Listing Disposition**

All Team terminations may be approved by the Team Leader and must have participant approval.

Team name: _____ Termination date: _____

Check all that apply:

- All Team Listings will remain with the participant.
- Team Listings identified below will transfer with the Team to:

#	Listing #	Listing Class	#	Listing #	Listing Class
1			11		
2			12		
3			13		
4			14		
5			15		
6			16		
7			17		
8			18		
9			19		
10			20		

PARTICIPANT (Company Qualifying Broker) & TEAM LEADER AUTHORIZATION

We herewith authorize the Team termination and hereby direct the identified listings be transferred as detailed above. Listing(s) transfer should be [immediate] [upon the Team Leaders license transfer and activation at a new location and MLS active membership recognized at the new location.

Team Leader: _____

Team Leader signature: _____

Team Leader: _____

Team Leader signature: _____



APPENDIX J - Application for Unlicensed Assistant MLS System Access

Applicant Information

Applicant: _____

Applicants Supervisor: _____

Company: _____

Address: _____

Office Phone: _____ Email Address: _____

I understand that access to and use of Southern New Mexico MLS information is contingent on compliance with the SNMMLS Bylaws and Rules and Regulations. I agree to abide by same. I understand and acknowledge that providing my logon and password to any person will result in my access being terminated in addition to other penalties. I agree to notify SNMMLS upon my employment termination with the company named above.

Applicant's signature: _____ Date: _____

PARTICIPANT'S AUTHORIZATION

I am the participant of the above-named company and hereby authorize the named unlicensed assistant to have access and use of the SNMMLS system. I further agree that upon termination of employment of the named unlicensed assistant, I will notify SNMMLS immediately. I understand and acknowledge that as participant I am responsible for the payment of all SNMMLS fees for the named unlicensed assistant.

Participant Name: _____

Participant Signature: _____ Date: _____



APPENDIX K - Signature Designee Authorization Form

PARTICIPANT AUTHORIZATION: If the participant elects to appoint an individual in their office as their signature designee, that participant shall make that designation in writing and have a copy on file at MLS. Signature designees may act on behalf of the participant on all MLS business relegated to participant authority. These signature designee appointments shall be renewed annually. The participant shall notify MLS in writing when they withdraw a signature designee authority. The signature designee and participant will be held accountable for actions taken by the designee.

Signature Designee

Name: _____ Office: _____
Email: _____ Office Phone: _____ Cell Phone: _____

Participant Authorization

Start Date: _____ End Date: _____
Participant: _____ Office: _____

DESIGNATED SIGNATURE AUTHORITY CATEGORIES

Authorization

Authorization

- Listing Entry Correction Requests
- Historical Listing Correction Requests/Approvals
- Listing Transfer Authorization
- Assume Identity Setup / Terminations
- Assistant Setup / Terminations
- Lockbox Purchase Authorization
- Brokerage IDX opt-out
- Brokerage Subscription opt-out
- Team Setup / Authorizations / Terminations
- Unlicensed

Select One or More That Apply:

- All Administrative Authorizations Without Purchase Authority
- All Administrative Authorizations with Purchase Authority
- All participant Authorizations

As the participant (Qualifying Broker) I authorize the above-named Signature Designee to act as my signature authority in the categories designated above. I understand that I will be accountable for actions taken by this designee.

Participant (signature): _____ **Date:** _____

As the Signature Designee named above, I accept this authority given and understand that I will be accountable for any actions taken as the Signature Designee.

Signature Designee (signature): _____ **Date:** _____



APPENDIX L - Change of Status Form

Listing No: _____ Property Address: _____
 Listing Agent: _____ Listing Office: _____
 Seller Signature: _____ Date: _____
 Agent Signature: _____ Date: _____
 Participant Signature: _____ Date: _____

CHANGE OF STATUS (Circle new status)

1G9T10IEHOTG	Active	1G9T10L6P26S	Closed
1G9T10LAQANB	Deleted	1G9T10LF^VBR	Expired
1G9T10LLAOBG	Cancelled	1G9T10LPPHR3	Pending
1G9T10MM9DZR	Temp Off Market		Coming Soon-No Showing
PWC_1G9T1FIJUFYP	Pending Continue to Show		Office Exclusive
	Active with Buyer Contingency		

UNDER CONTRACT – CLOSED INFORMATION

Under Contract Date: _____ Selling Agent: _____

Sold Price: _____ (Actual) Selling Office: _____

How Sold: Other Conv. FHA VA Assumed Cash Contract for Deed NMFA Seller Financing
 Farmers Home Admin

Buyer Profile: First Time Home Buyer Health related move Investment purchase
 Job Related Move Move down in price Move down in size
 Move down in size & price Move up in price Move up in size
 Move up in size & Price Retirement move Other (explain in Realtor Info)

Buyer from Location (State) _____ Actual Close Date: _____
 Sale Contingency: _____

Sale Concessions: _____

LISTING DATA TO BE CHANGED

Price From: \$ _____ Price To: \$ _____ Extend Expiration To: _____

APPENDIX M - Change of Status Form – Continued



Listing No: _____ Property Address: _____

Listing Agent: _____ Listing Office: _____

Seller Signature: _____ Date: _____

Agent Signature: _____ Date: _____

Participant Signature: _____ Date: _____

IDX Include: YES NO YES – without address

REMARKS

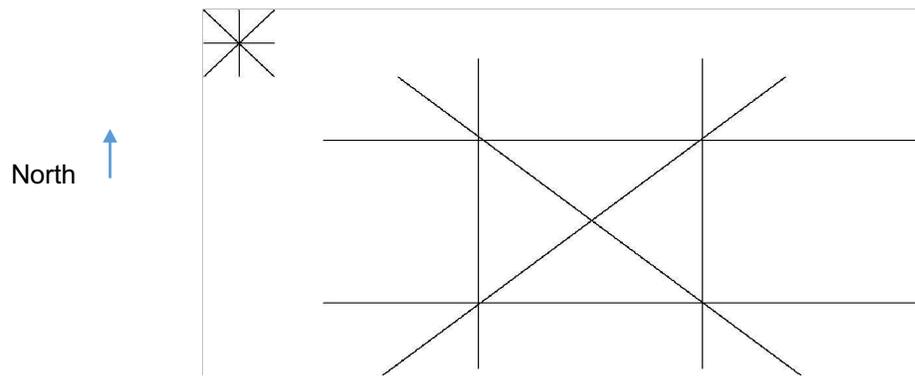
Add (Realtor Info) (Public Remarks) (Public Remarks) _____

Delete (Realtor Info) (Public Remarks) (Public Remarks) _____

Other Changes: _____

PHOTOGRAPHS: New photographs to be added. No photograph changes

MAPPING CHANGES: Property is not located in the correct location / move to the location reflected.



Write street names on lines and mark the location of the property with an X. All street lines need not be used, just ones to show general location of property.



APPENDIX N

Southern New Mexico Multiple Listing Service (SNMMLS) Subscription Waiver Certification Form

Per Rule Section 6 of SNMMLS Rules and Regulations. Participants may elect to be exempt from payment of SNMMLS Fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the Principal Broker participates. Participants shall submit a signed SNMMLS Subscription Waiver Certification Form (Appendix N) to obtain waivers for each licensee or licensed or certified appraiser for nonuse of SNMMLS Services. Participants, licensee, licensed or certified appraisers, who sign and submit the Subscription Waiver Certification Form, found in violation shall be charged a penalty and the waiver certification immediately vacated. The penalty shall be an amount equal to an amount specified from time to time by the Board of Directors plus gross receipt tax applicable to Las Cruces. Failure to pay fees by the invoice specified due date will result in inactivation in SNMMLS plus a reinstatement fee (see Appendix E)

An individual is eligible for a waiver if he or she satisfies the following four requirements:

1. The individual is not a listing agent of any active listing included in SNMMLS
2. The individual does not access or use in any way whatsoever SNMMLS or the listing information from SNMMLS
3. The individual is not named anywhere in SNMMLS, including but not limited to the agent remarks section
4. The individual is a subscriber to a different MLS or commercial information exchange.

This Waiver shall be effective immediately upon receipt by the SNMMLS and shall remain in effect until the individual becomes an active subscriber, uses SNMMLS or its information in any way, or subsequently fails to satisfy the eligibility requirements. If any of these occur, the waiver for that individual will be automatically revoked and actions defined in SNMMLS Rules and Regulations will apply.

Certification of Individual Affiliated with Participant in the Southern New Mexico Multiple Listing Service:

Each undersigned individual hereby certifies that he or she will not use SNMMLS in anyway whatsoever and understands that if he or she does use SNMMLS, the Participant with whom he or she is affiliated must pay SNMMLS fees and fine as appropriate.

Name of Individual	Subscriber of MLS	License Number	Date	Signature of Applicant
1.				
2.				
3.				
4.				
5.				

Certification by Participant

I certify that the individual(s) named in this Waiver is/are affiliated with me and meets the eligibility requirements, and therefore is eligible for a waiver of SNMMLS subscriber fees. I agree to promptly notify SNMMLS if any individual(s) becomes ineligible for the waiver. In addition, I am required to annually notify the SNMMLS of any changes to those individuals affiliated with me by resubmitting This form.

Printed Name of MLS Participant

License Number

Signatures of MLS Participant

Date



Coming Soon – No Showing Seller Authorization Waiver

APPENDIX O

*Property Address: _____ MLS: _____

As the authorized Seller(s) of the property listed above, I/we hereby authorize the listing brokerage firm to place this property in the "Coming Soon – No Showings" Status of the Multiple Listing Service in accordance with, and subject to, the rules and regulations of the MLS.

The Seller(s) agrees to the following:

The listing will be entered into the MLS in the "Coming Soon – No Showings" status and that the sellers are preparing the property for sale and for marketing in an "Active" Status on the Showing Start Date of: (mm/dd/yy) _____ (less than or equal to 45 business days after the seller signs the listing agreement and this authorization form). The intended use of this status is to provide a vehicle for MLS participants and subscribers to notify other participants and subscribers of properties that will be made fully available for showing and purchase after preparations have been completed.

While the property is in "Coming Soon – No Showings" status, the seller and the listing broker agree to the following:

1. Listings must have a "Showing Start Date" entered in the MLS, less than or equal to 45 business days.
 - a. The listing must become Active on the Showing Start Date. If the property is not ready on the Showing Start Date, the property must be cancelled in the MLS until it is ready for showings.
 - b. The Showing Start Date cannot exceed 45 business days total.
 - c. Days on Market calculations begin when the listing moves to an "Active" status.
 - d. A property address may only be allowed in the Coming Soon Status one time with the same listing brokerage unless the property has been off market (expired or cancelled) at least 90 business days.
2. The listing broker may place a sign at the property during the "Coming Soon – No Showings" period ONLY if it is entered in the MLS in the Coming Soon – No Showings status. The sign must prominently display "Coming Soon".
3. Listing participants/subscribers shall NOT allow showings of the property (including Open Houses, broker tours, etc.) during the Coming Soon period.
4. Listing participants/subscribers shall only present offers to the seller after the listing has moved to the Active status.
5. The MLS will NOT distribute Coming Soon listings to IDX or syndication websites.

Listing Broker

*Owner/Seller

Listing Participant

*Owner/Seller

Date

Date



Report It – NAR Policy 8.0 violations

Appendix P

The following property appears to be listed but is not reflected in the MLS database.

Property Type: (Select One)

- Residential
 Lots & Land
 Multi-Family
 Coming Soon

Address: _____

City: _____

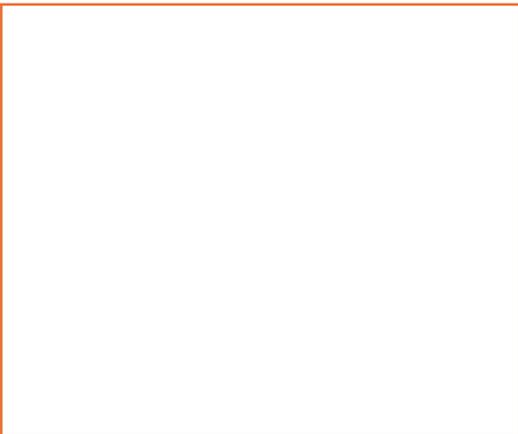
Zip: _____

MLS Area: _____

Remarks: _____

Photo of Property / Violation

Click on area below to add picture
of violation (must be stored on your computer)



Reported By: _____

Email: _____

Reported by and email are for MLS staff use and is held in confidence. Reporting party will receive notice of complaint receipt. If receipt is not received, please re-send.



Appendix Q: Buyer Broker Agreement Report

Broker of interest: _____

Agent Phone: _____ Agent Email: _____

Brokerage Name: _____

Buyer Broker Agreement Yes No

Report Given By: _____ Report Date: _____

Date of incident: _____

Detail:
