



**The Florida Keys
Board of REALTORS**

*The Home of Real Estate
in the Florida Keys!*

FLORIDA KEYS M. L. S., INC. RULES AND REGULATIONS

Revised and adopted September 30, 2025

Contents–

Listing Procedures	1
Section 1 Listing Procedures	1
Section 1.0 Allowing Another Person to Use a System ID is Disallowed	2
Section 1.01 Clear Cooperation	2
Section 1.1 Types of Properties	2
Section 1.1.1 Listing Subject to Rules and Regulations of the Service	2
Section 1.2 Detail on Listings Filed with the Service	2
Section 1.2.0 Accuracy of Listing Data	2
Section 1.2.1 Limited Service Listings	2
Section 1.2.2 MLS Entry-only Listings	3
Section 1.3 Multiple Listing Options for Sellers - Exempt Listings.....	3
Section 1.4 Change of Status of Listing	4
Section 1.5 Withdrawal of Listing Prior to Expiration.....	4
Section 1.6 Contingencies Applicable to Listings	4
Section 1.7 Listing Price Specified	4
Section 1.8 Listing Multiple Unit Properties	4
Section 1.8.1 Listing Properties/Parcels that may be sold together or separately	4
Section 1.8.2 Properties/Parcels that may only be sold as a package	5
Section 1.9 No Control of Commission Rates or Fees Charged to Participants	5
Section 1.10 Expiration of Listings	5
Section 1.11 Termination Date on Listings.....	5
Section 1.12 Service Area	5
Section 1.13 Listing of Suspended Participants	5
Section 1.14 Listing of Expelled Participants.....	5
Section 1.15 Listing of Resigned Participants	6
Section 1.16 Property Addresses	6
Section 1.16.1 Listing Content, Photos, Virtual Tours and Video.....	6
Section 1.16.2 Photos	6
Section 1.16.3 Virtually Staged Photos	6
Section 1.16.4 Listing Remarks	7
Section 1.17 Duplicate Listings	7
Section 1.17.1 Reporting Requirements.....	7
Section 1.18 Listings Not Available for Showing	8
Section 1.19 Listing Data Accuracy	8
Section 1.20 Submission of Requested Documents	9
Selling Procedures	9
Section 2 Showing and Negotiations	9
Section 2.1 Presentation of Offers.....	10
Section 2.2 Submission of Written Offers	10
Section 2.3 Right of Cooperating Broker in Presentation of Offer	10
Section 2.4 Right of Listing Broker in Presentation of Counter-offer	10
Section 2.5 Reporting Status Changes to the Service	10
Section 2.6 Reporting Resolution of Contingencies	11
Section 2.7 Advertising of Listings Filed with the Service	11
Section 2.8 Reporting Cancellation of Pending Sale	11
Section 2.9 Disclosing the Existence of Offers	11
Section 2.10 Availability of Listed Property	11

Section 3 (not in use)	11
Prohibitions	11
Section 4 Information for Participants Only	11
Section 4.1 For Sale Signs	11
Section 4.2 Sold Signs	11
Section 4.3 Solicitation of Listing Filed with the Service	11
Section 4.4 Use of the Terms MLS and Multiple Listing Service	12
Section 4.5 Services Advertised as "Free"	12
No Compensation Specified on MLS Listings	12
Section 5 No Compensation Specified on MLS Listings	12
Section 5.0.0 Required Consumer Disclosure	12
Section 5.0.1 Disclosing Potential Short Sales	13
Section 5.0.2 Written Buyer Agreement	13
Section 5.1 Participant as Principal	13
Section 5.2 Participant as Purchaser	13
Section 5.3 Dual or Variable Rate Commission Arrangements	13
Section 5.4 Display of Listing Broker's Offer of Compensation	14
Service Fees and Charges	14
6.1 Fees	14
6.2 Failure to Pay	14
6.3 Reinstatement Fee	14
6.4 No Refunds	15
Compliance with Rules	15
Section 7 Compliance with Rules - Authority to Impose Discipline	15
Section 7.1 Compliance with Rules	15
Section 7.2: Applicability of Rules to Users and/or Subscribers	15
Meetings	16
Section 8 Meetings	16
Enforcement of Rules or Disputes	16
Section 9 Considerations of Alleged Violations	16
Section 9.1: Violations of Rules and Regulations	16
Section 9.2 Complaints of Unethical Conduct	16
Section 9.3 Complaints of Unauthorized Use of Listing Content	16
Section 9.4 MLS Rules Violations	17
Confidentiality of MLS Information	17
Section 10 Confidentiality of MLS Information	17
Section 10.1 MLS Not Responsible for Accuracy of Information	17
Ownership of MLS Compilation* and Copyright	17
Section 11 Ownership of MLS Compilation and Copyright	17
Section 11.2 Display	18
Use of Copyrighted MLS Compilation	18
Section 12 Distribution	18
Section 12.1 Display	18

Section 12.2 Reproduction	18
Use of MLS Information	19
Section 13 Limitations on Use of MLS Information.....	19
Changes in Rules and Regulations	19
Section 14 - Changes in Rules and Regulations	19
Arbitration of Disputes*	19
Section 15 Arbitration of Disputes	19
Standards of Conduct for MLS Participants	20
Standard 16.1	20
Standard 16.2	20
Standard 16.3	20
Standard 16.4	20
Standard 16.5	20
Standard 16.6	21
Standard 16.7	21
Standard 16.8	21
Standard 16.9	21
Standard 16.10	21
Standard 16.11	21
Standard 16.12	21
Standard 16.13	21
Standard 16.14	21
Standard 16.15	22
Standard 16.16	22
Standard 16.17	22
Standard 16.18	22
Standard 16.19	22
Standard 16.20	22
Standard 16.21	22
Standard 16.22	23
Standard 16.23	23
Standard 16.24	23
Standard 16.25	23
Orientation	23
Section 17 Orientation	23
Internet Data Exchange (IDX)	24
Section 18 IDX Defined	24
Section 18.1 Authorization.....	24
Section 18.2 Participation.....	24
Section 18.3 Display.....	26
Section 18.4 Service Fees and Charges	27
Section 19 Virtual Office Websites (VOWs)	27
Section 19.1 VOW Defined.....	27
Section 19.2.....	28
Section 19.3.....	28

Section 19.4.....	29
Section 19.5.....	29
Section 19.6.....	29
Section 19.7.....	30
Section 19.8.....	30
Section 19.9.....	30
Section 19.10.....	31
Section 19.11.....	31
Section 19.12.....	31
Section 19.13.....	31
Section 19.14.....	31
Section 19.15.....	31
Section 19.16.....	31
Section 19.17.....	31
Section 19.18.....	32
Section 19.19 Deleted March 2022	32
Section 19.20.....	32
Section 19.21.....	32
Section 19.22.....	32
Section 19.23.....	32
Section 19.24.....	32
Section 19.25.....	32

Definitions	33
--------------------------	-----------

FLORIDA KEYS M. L. S., INC. ("FLKMLS")

RULES AND REGULATIONS

Listing Procedures

Section 1 Listing Procedures

Listings of the following types of property located within the Service's Service Area as defined in its Certificate of Incorporation taken by Participants on an Exclusive Right to Sell/Rent or Exclusive Agency to Sell/Rent Listing contract shall, in accordance with these Rules and Regulations, be input into the Service System within one business day after all necessary signatures of Seller(s) and Participant, or their authorized agent, have been obtained (the "Deadline for Filing"). Except for properties where there is no address assigned by the town or properties not yet built, Mandatory Property Listings must include a valid address:

- Single family homes, condominiums, townhouses, co-ops, mobile homes for sale with interest in the land; or mobile homes for lease or exchange

- Vacant lots and acreage for sale lease or exchange

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

- Residential rental properties

- All listings of Secondary Participants and Subscribers for which they are identified as the listing agent and where the listings fall under the Mandatory Property Listings requirements identified above

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 to the other participants of the multiple listing service acting as subagents, buyer agents, or both. (Amended 08/24)

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. (Amended 11/96)

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law because the inherent nature of an open listing. 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. (Amended 08/24)

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. (Amended 8/24)

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. (Amended 8/24)

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

accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

Note 3: A multiple listing service 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. (Amended 8/24) **M**

Section 1.0 Allowing Another Person to Use a System ID is Disallowed

Only the Subscriber specifically assigned a System ID (private login) is authorized to access the System using that ID. Unless specifically authorized in writing by the Service, allowing any other person to use an ID to access the System, including, without limitation, the Subscriber's Participant, other Participants and Subscribers, other agents, clients or customers are expressly prohibited. The penalty for the first violation of this policy shall be a fine as provided for in Attachment A. The penalty for additional violations of this policy shall be both a fine as provided for in Attachment A and a thirty (30) day suspension of privileges. Misuse of a System ID or use of a System ID without authorization may also subject the Subscriber to criminal prosecution.

Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

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 the service and is not currently available to other MLS Participants. **M**

Section 1.1 Types of Properties

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker: (Amended 11/91)

residential	motel-hotel	residential income	mobile homes
subdivided	vacant lot	mobile home parks	land and ranch boat slip
commercial income	business opportunity	industrial	property rights

Section 1.1.1 Listing Subject to Rules and Regulations of the Service

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

Section 1.2 Detail on Listings Filed with the Service

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

Section 1.2.0 Accuracy of Listing Data

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (Adopted 3/2021) **M**

Section 1.2.1 Limited Service Listings

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

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

Will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. (Adopted 5/01)

Section 1.2.2 MLS Entry-only Listings

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

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

will be identified with an appropriate code or symbol (e.g., EO) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.3 Multiple Listing Options for Sellers - Exempt Listings

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

Office Exclusive Listing **is not** disseminated to other MLS Participants and Subscribers

Office Exclusive Listing **is not** publicly marketed through MLS IDX or Syndication

Office Exclusive Listing may not be publicly marketed by the listing brokerage

Office Exclusive Listing once publicly marketed (social media, FOR SALE sign, etc.) must be listed as an Active Listing within one (1) business day.

Delayed Marketing: Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for zero (0) calendar days. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a matter consistent with the seller's choice.

Delayed Marketing Listing **is** available to MLS Participants and Subscribers

Delayed Marketing Listing **is not** publicly marketed through MLS IDX or Syndication

Delayed Marketing Listing **is only marketed by listing brokerage** during delayed period

Exempt Listing Disclosure: The filing of an Exempt Listing (Office Exclusive or Delayed Marketing) with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes:

- disclosure about the professional relationship between the Participant and the seller.
- acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS.
- confirmation of the seller's decision that their listing is not publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing.

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

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale. Each MLS has the unfettered local discretion in determining what is most suitable for their marketplace regarding a Delayed Marketing Exempt listing which includes adopting "0" days or to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy.

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day once the listing has been publicly marketed. See Section 1.01, Clear Cooperation. **M**

Section 1.4 Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within one business day after the authorized change is received by the listing broker.

Section 1.5 Withdrawal of Listing Prior to Expiration

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

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that their exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller. (Adopted 11/96) **M**

Section 1.6 Contingencies Applicable to Listings

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

Section 1.7 Listing Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction. (Amended 11/92) **M**

Section 1.8 Listing Multiple Unit Properties

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

Section 1.8.1 Listing Properties/Parcels that may be sold together or separately

Properties that may be sold together or separately may be entered individually and as a package. Individual portions of the property may be listed in the appropriate property class but not in multiple property styles; additionally, the full package listing may only be entered in one property class. The public remarks must note that the property can be sold individually or as a package, with other ML#'s, addresses or parcel IDs being noted in the Agent Only Remarks.

Section 1.8.2 Properties/Parcels that may only be sold as a package

Multiple Properties/parcels that can only be sold as a package may not be listed individually in the MLS. They may; however, be entered as a package into more than one property class. The Public Remarks must indicate that the property can only be sold as a package with the other properties specified and must include all related addresses. In addition, all related addresses or parcel Id's must be included in the Agent Only Remarks.

Section 1.9 No Control of Commission Rates or Fees Charged to Participants

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. **M**

Section 1.10 Expiration of Listings

Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended.

If notice of extension is received after the listing has been removed from the compilation of current listings, the extension will be published in the same manner as a new listing. Extensions of listings must be signed by the seller(s) and filed with the service. (Amended 11/01 and 02/07/2023) **M**

Section 1.11 Termination Date on Listings

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

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 will be accepted if submitted voluntarily by a participant but cannot be required by the service. (Amended 11/17)

Section 1.13 Listing 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 association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise their clients. **M**

Section 1.14 Listing of Expelled Participants

When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the 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 association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges,

an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise their clients. **M**

Section 1.15 Listing 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 their clients.

Section 1.16 Property Addresses

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. *(Amended 5/21)* **M**

Section 1.16.1 Listing Content, Photos, Virtual Tours and Video

Photos, digital images, video and all other media displayed in the MLS may NOT INCLUDE:

- a) Images of any identifiable person: real, animated, computer-generated, or otherwise.
 - b) Any readable text, graphics, contact information or branding of the list office, list agent(s), co-list agents(s), seller(s) of the property.
 - c) Any contact or identifying information nor any text or graphics that have been added or superimposed on them.
 - d) Specifically, images may not include any brokerage firm's or Subscriber's identifying or contact information, image of the listing office, listing agent(s), co-listing agents(s), seller(s) of the property.
 - e) Any signs or identifying logos.
- (Amended 12/18/2021)*

Section 1.16.2 Photos

At least three (3) photos one front, back, or side exterior photo or rendering, aerial photo, or water view from the property (unit) must be loaded before a listing will be active. The front, back, or side exterior photo or rendering must be entered in one of the first three photo slots of the listing on all property types. The only exception is vacant land listings which must have a photo or an aerial photo, rendering, site plot or plat map in the listing's 1st photo slot. Photographs, images, virtual tours and/or renderings submitted by a Participant or Subscriber shall not be copied by other Participants or Subscribers for use in a subsequent listing of the same property without first obtaining a proper license the owner of such photographs, virtual tour or renderings.

Photos, images or virtual tours may not contain company or agent logos, agent photos, commissions, bonuses, contact information for the agent or office, text, or graphics of any kind. Only photographs, site plot, property sketch, property line art or survey of the property can be entered in the virtual tour and all photo fields. All content including remarks, virtual tour photos and images must be owned, purchased or licensed by the listing broker/agent, from the content owner. Third-party virtual tour vendor's contact information (non-interactive) is the only contact information allowed on Virtual Tours. The virtual tour link must be a valid URL and may not contain any Participant/Subscriber names or links to any third-party business or social networking sites.).

Section 1.16.3 Virtually Staged Photos

Disclosure of virtually staged photo(s) is required on the photo description by adding the words "Virtually staged" or the public remarks must read "One or more photo(s) was virtually staged." "True Picture"

images of the property must also be present.

Permitted Uses of Virtual Staging in the Service:

- a) Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include but are not limited to applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of a room.
- b) Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.

Prohibited Uses of Virtual Staging in the Service

- a) No permanent fixtures of the interior shall be removed, altered, or added.
- b) Modifying photo(s)/rendering(s) to include visual elements not within a property owner's control is strictly prohibited. (Example: editing in a view of the gulf/ocean, and/or popular landmarks that are not physically possible from the specified location in the real world.)
- c) Modifying photo(s)/rendering(s) to exclude negative visual elements is strictly prohibited. (Example: holes in the wall, exposed wiring, damaged flooring, etc.)
- d) No branding is permitted. The use of people or persons and/or words on any property photograph submitted to the Service is strictly prohibited.
- e) Modifying photo(s) / rendering(s) to distort the dimensions of a room or space is strictly prohibited. (Example: placing small furniture to make a room appear larger than it actually is.)

Definition: Virtual Staging is defined as using a photo editing software to create a photo or conceptual rendering of what the interior room(s) and/or interior of the property could look like, if it was staged or lived in.

Section 1.16.4 Listing Remarks

- a) Rules relating to listing remarks vary by section: Public Remarks, Realtor Only Remarks and Additional remarks.
- b) Public Remarks must be about the listed property or the transaction.
- c) Builder name is acceptable in Public remarks.
- d) Short Sale listings must be clearly identified in the Public Remarks by indicating "short sale" in the remarks.
- e) The Public Remarks shall not include any of the following:
 - 1) Contact, personal, or professional information about the Participant or User
 - 2) Any reference to a lockbox agreement
 - 3) Any reference to websites or URL's
 - 4) User or Company information
 - 5) Vendor or third-party service provider information
 - 6) Owner(s) of record name or contact information.
 - 7) Showing Instructions
 - 8) Open House information
 - 9) Inappropriate information or language
- f) All listing remarks must be in compliance with State and Federal law in all matters relating to the advertisement and sale of real property.

Section 1.17 Duplicate Listings

Service will accept only one listing per Tax ID number per property type classification. Properties may not be listed more than one time, for example entered separately as a "three bedroom" listing and as a "four bedroom" listing or entered once in each of two different subdivisions, in more than one city, county, zip code, property style, etc. If appropriate, a property can be listed in more than one property type classification.

Section 1.17.1 Reporting Requirements

All duplicate listings must be maintained concurrently. If the property sells, the closing must be reported on only one MLS#. Any additional listings must then be withdrawn.

Section 1.18 Listings Not Available for Showing

FLKMLS exists to facilitate cooperation by Participants in the showing and sale of each other's listings.

Except those properties under auction terms and properties deemed unsafe with explanatory documentation uploaded as an attachment upon listing entry:

- a) Listings may not be entered as Active prior to being available for actual showings.
- b) Active Listings that become temporarily unavailable for 14 days or longer for showing for any reason must be changed to "WITHDRAWN" (Temporary Off Market) status within one business day.
- c) Unless written permission is obtained from the listing agent/broker or included in the listing, a fine will be imposed to any Participant/User contacting owner(s) of record when their listings are in an on market (ACT, AWC, WD) status

Section 1.19 Listing Data Accuracy

Tax ID

Listings must have the correct Tax ID number and/or format.

Map

The subject property's location on the MLS map must be correct and if missing must add.

Driving Direction

Driving directions are suggested but not required.

Short Sales

Consumer Remarks and Agent Remarks must include the term "Special Sale Provision" or "Short Sale" and the Short Sale Field must be checked.

HUD Listings

HUD listings may be identified in Agent Remarks and if so identified, must include information that the cooperating broker must be registered with HUD.

REO/Bank Owned Disclosure

Consumer Remarks and Agent Remarks must include the term "Special Sale Provision" or "REO/Bank Owned property" and the Bank Owned Field must be checked.

In-Foreclosure and Pre-Foreclosure

Before submitting an In-Foreclosure or Pre-Foreclosure Listing, it is highly recommended that the listing participant obtain written consent from the owner(s) of record to market as such.

Pre-Foreclosure Definition: This refers to the period after the lender has filed the original complaint and filed a lis pendens on the property indicating the intent to foreclose.

Foreclosure Definition: Legal proceeding initiated by a creditor to repossess the collateral for a lien that is in default, which may result in the forced sale of the real property pledged as a security.

Pre-Construction Homes

Pre-construction homes may be listed under vacant land property type; as well as the Residential property type when meeting the following conditions:

- a) The list price must include the price of the residential structure and the lot.
- b) Pre-construction must be selected from the Construction Status field.
- c) The first words in the Public Remarks field must state "Pre-Construction" to be built.
- d) The first photo must be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public and Agent Only Remarks.

- e) The Agent Only Remarks must include a breakdown of when the commissions are to be paid.
- f) A contractual agreement in place between the seller of vacant land and a builder

Pre-construction Definition The listing is for a specific lot with a specific structure that could be built for a specific list price however construction has not begun. (Updated 11/2015)

Under Construction Homes

Under construction homes may be listed under the Residential property type under the following conditions:

- a) The list price must include the price of the residential structure and lot.

The Public Remarks field must state "Under Construction."

The first photo must be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public and Agent Only Remarks. A floorplan representing the finished structure is recommended to be uploaded as an attachment.

Under Construction Definition The listing is for a specific lot and specific structure where ground has broken but construction is not complete, and a Certificate of Occupancy has not been issued. (Adopted 11/2015)

Solds/Non-Members

Sale of a property listed by a non-FLKMLS member Participant within the FLKMLS service area or by an out-of-area broker must be reported in accordance with the rules and regulations by submitting a status change form to the MLS for validation and reporting.

Listing Manipulation

Listing must reflect the correct status at all times. (Amended 02/07/2023)

Attachments/Documents

Attachments and documents must be in compliance with MLS Rules and Regulations, which should not have any agent or office branding, those attachments or documents with such branding should be set to private in the MLS.

Showing Instructions

Cooperating Participant/Subscribers must contact the Listing Participant to arrange appointments to show listed property, even if the property has a lockbox affixed to it unless the Listing Participant has given specific written permission to show the property without first contacting them. FLKMLS does not allow publication in any field of combination lockbox codes, security gate codes or security system alarm codes or any other codes for equipment or systems designed to ensure the security of the property.

Section 1.20 Submission of Requested Documents

Upon request for listing documentation by FLKMLS for purposes of auditing, the document must be received within one business day.

Selling Procedures

Section 2 Showing and Negotiations

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

- a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b) after reasonable effort, the cooperating broker cannot contact the listing broker or their representative; however, the listing broker, at their option, may preclude such direct

negotiations by cooperating brokers. (Amended 4/92) **M**

Section 2.1 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92) **M**

Section 2.2 Submission of Written Offers

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

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer

The cooperating broker (subagent or buyer agent) or their representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. They do not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker is not to be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92) **M**

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Adopted 11/19) **M**

Section 2.4 Right of Listing Broker in Presentation of Counter-offer

The listing broker or their representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. They do not have the right to be present at any discussion or evaluation of a counter-offer 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 broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93) **M**

Section 2.5 Reporting Status Changes to the Service

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within one business day after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within one business day after occurrence and the listing broker shall report them to the MLS within one business day after receiving notice from the cooperating broker. (Amended 11/11)

If a sale of a property which is not listed in the MLS and is within the service area, the listing may be entered into the MLS for statistical purposes. The listing of the sale must disclose in agent remarks that the listing was entered for "statistical purposes" and must contain all data and digital images as required for listings.

Section 2.6 Reporting Resolution of Contingencies

The listing broker shall report to the multiple listing service within one business day that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled. **M**

Section 2.7 Advertising of Listings Filed with the Service

A listing shall not be advertised by any participant other than the listing broker without the prior consent of the listing broker. **M**

Section 2.8 Reporting Cancellation of Pending Sale

The listing broker shall report after one business day to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately. **M**

Section 2.9 Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure of the existence of offers is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Amended 11/08)

Section 2.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/05) **M**

Section 3 (not in use)

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 the MLS without the prior consent of the listing broker. **M**

Section 4.1 For Sale Signs

Only the For Sale sign of the listing broker may be placed on a property. (Amended 11/89) **M**

Section 4.2 Sold Signs

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96) **M**

Section 4.3 Solicitation of Listing Filed with the Service

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

Note: This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their properties to be filed with the service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

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

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

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

Section 4.4 Use of the Terms MLS and Multiple Listing Service

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

Section 4.5 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. (Amended 11/21) **M**

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 broker.

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 liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. (Amended 8/24) **M**

Section 5.0.0 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. (Adopted 8/24) M

Section 5.0.1 Disclosing Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Amended 5/09)

Section 5.0.2 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 openended.
- 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. (Adopted 8/24) M

Section 5.1 Participant as Principal

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

Section 5.2 Participant as Purchaser

If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92) M

Section 5.3 Dual or Variable Rate Commission Arrangements

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker in the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01) M

Section 5.4 Display of Listing Broker's Offer of Compensation

Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed. (Amended 11/21)

Service Fees and Charges

6.1 Fees

The following fees and service charges for the operation of the Service are in effect and are subject to change from time to time in the manner prescribed in the Bylaws of the Service.

Each Participant shall pay a one-time application fee upon joining the Service.

A Subscriber fee shall be charged to each Participant and Subscriber in such amount and frequency as may from time to time be determined by the Board of Directors. Subscriber fees shall be billed in advance. Participants shall be responsible for paying subscription fees in an amount equal to the current subscription fee as defined in Attachment A times the number licensees affiliated with the Participant's firm who have access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. A fee for data entry of Listings by the Service staff in such amount as may from time to time be determined by the Board of Directors.

A current schedule of fees, charges and fines is provided in Attachment A.

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. (Amended 5/18 and 8/18)

6.2 Failure to Pay

Failure of a Participant to pay required Fees within thirty (30) days of the invoice date shall result in all services to the Participant and its Subscribers being suspended until the fees are paid in full.

If said fees remain unpaid for an additional thirty (30) day period, the services to said Participant and its Subscribers shall be suspended. The Service shall give at least ten (10) days' notice prior to suspending a Firm's service.

Failure of a Subscriber to pay Subscriber Fees within thirty (30) days of the invoice date shall result in suspension of all services to the applicable Subscriber until the fees are paid in full. Any such unpaid Subscriber fee shall automatically become a responsibility of the Subscriber's Participant.

Late payment of Subscriber Fees may result in a late fee. Reinstatement after suspension of either a Participant or Subscriber shall require payment of a Reinstatement Fee.

6.3 Reinstatement Fee

The Service shall impose a Reinstatement Fee in the amount provided for in Attachment A as a condition of any Participant's or Subscriber's resumption of services after such Participant or Subscriber has canceled or been suspended or terminated for nonpayment.

No such Reinstatement Fee shall be charged to a Subscriber who cancels access to the MLS System Services and

- (i) resumes such services through a different Participant within (30) days of such cancellation or
- (ii) resumes such services after a period of at least twenty-four (24) months.

6.4 No Refunds

There shall be no proration or refund of fees for Participants or Subscribers in connection with suspension or termination of service.

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) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Revised 11/14) **M**

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. (Revised 05/14) **M**

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. (Adopted 11/20) **M**

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 within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b) for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

Section 7.2: Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that 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. (Adopted 4/92)

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, bylaws of the service.

Enforcement of Rules or Disputes

Section 9 Considerations of Alleged Violations

The MLS Committee 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 FLKMLS Board of Directors. When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. *(Amended 11/20)* **M**

A current schedule of fees, charges and fines is provided in Attachment A.

Section 9.1: Violations of Rules and Regulations

If the alleged offense is a violation of the Rules and Regulations of the FLKMLS 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 of the Florida Keys Board of REALTORS® within twenty (20) days following receipt of the directors' decision. *(Amended 11/96)*

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 Florida Keys Board 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 Florida Keys Board of REALTORS®. *(Amended 2/98)* **M**

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the FLKMLS Board of Directors to the Florida Keys Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. *(Amended 11/88)* **M**

Section 9.3 Complaints of Unauthorized Use of Listing Content

Any participant or subscriber who believes another participant or subscriber has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the FLKMLS not more than sixty (60) days after the alleged misuse was first identified. No participant or subscriber 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 FLKMLS will send the notice to the participant or subscriber who is accused of unauthorized use. Within two (2) business days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the Board of Directors that the use is authorized. Any proof submitted will be considered by the Board of Directors, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Board of Directors determines that the use of the content was unauthorized, the 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) business days following transmittal of the FLKMLS'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. (Adopted 5/18) **M**

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. (Adopted 5/18) **M**

Confidentiality of MLS Information

Section 10 Confidentiality of MLS Information

Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. (Amended 4/92) **M**

Section 10.1 MLS Not Responsible for Accuracy of Information

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

Ownership of MLS Compilation* and Copyright

Section 11 Ownership of MLS Compilation and Copyright

By the act of submitting any property listing content to the MLS the participant represents and warrants that they are fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. (Amended 5/18) **M**

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

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. **For more information see 17 U.S.C. §512.** (Adopted 11/15)
Section 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the Florida Keys Board of REALTORS® and/or FLKMLS and in the copyrights therein, shall at all times remain vested in the Florida Keys Board of REALTORS® and/or FLKMLS.

Section 11.2 Display

Each participant shall be entitled to lease from the FLKMLS 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. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules. **M**

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

Use of Copyrighted MLS Compilation

Section 12 Distribution

Participants shall, at all times, maintain control over and responsibility of any MLS compilation leased to them by the FLKMLS. Use of information developed by or published the multiple listing service is strictly limited to the activities authorized under a participant’s licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law.

Section 12.1 Display

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

Section 12.2 Reproduction

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

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the participants or their affiliated licensees, 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 the participant and those licensees affiliated with the participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14) **M**

Use of MLS Information

Section 13 Limitations on Use of MLS Information

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or 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 non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from the Florida Keys Board of REALTORS® for the period (date) through (date). (Amended 11/97)

Changes in Rules and Regulations

Section 14 - Changes in Rules and Regulations

Amendments to the Rules and Regulations of the Service shall be by recommendation by the Florida Keys M.L.S., Inc. Board of Directors, and then a vote of consideration by Participants of the Service, with final approval by the Florida Keys Board of REALTORS, Inc., which is the sole and exclusive shareholder of the Florida Keys M.L.S, Inc.

Arbitration of Disputes*

Section 15 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 Florida 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)*

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. *(Adopted 11/15)*

Standards of Conduct for MLS Participants

Standard 16.1

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

Standard 16.2

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

Standard 16.3

Deleted (8/24)

Standard 16.4

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

Standard 16.5

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

Standard 16.6

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)*

Standard 16.7

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

Standard 16.8

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)*

Standard 16.9

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

Standard 16.10

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

Standard 16.11

Deleted (8/24).

Standard 16.12

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)*

Standard 16.13

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)*

Standard 16.14

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)*

Standard 16.15

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 5/24)*

MLS participants shall make any request for anticipated compensation from the seller/ landlord at first contact.

Standard 16.16

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)*

Standard 16.17

MLS participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through 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)*

Standard 16.18

Deleted (8/24)

Standard 16.19

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)*

Standard 16.20

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)*

Standard 16.21

Deleted (8/24)

Standard 16.22

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)*

Standard 16.23

MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

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

Standard 16.24

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)*

Standard 16.25

The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field 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 17 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 thirty (30) days after access has been provided, or at the next available training.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated additional training remotely. *(Adopted 11/09)*

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. (Amended 5/17)

Section 18.1 Authorization

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

Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Updated 8/2018)

Section 18.2 Participation

Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by other participant. (Amended 11/09)

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. (Amended 05/12) **M**

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. (Amended 05/12) **M**

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs), or other forms of electronic display or distribution. (Amended 11/17) **M**

Section 18.2.4

Participants and Subscribers may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), 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. (Amended 11/21) **M**

Non-filtering of Listings (Policy Statement 8.5)

MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Adopted 11/21) **M**

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 11/14) **M**

Section 18.2.6

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 05/12) **M**

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. (Amended 05/12) **M**

Internet Data Exchange (IDX) Policy Statement 7.58 and VOW Policy Statement 7.91: IDX and Vow Broker Attribution. Require that participants' IDX displays must identify the listing firm and an email or phone number provided by 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. The same standard would also apply to VOWs.

Section 18.2.8

Any IDX display controlled by a participant or subscriber that

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

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 05/12) **M**

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 broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12) **M**

Section 18.2.10

Deleted (Amended 04/08/2025)

Section 18.2.11

Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 05/15) **M**

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.* (Amended 11/21) **M**

**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. (Amended 5/17)*

Section 18.3 Display

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

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed. (Amended 11/21)

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 05/12)

Section 18.3.2 Deleted May 2015

Section 18.3.3 Deleted May 2017; moved to 18.2.12 May 2017.

Section 18.3.4 Deleted March 2022

Section 18.3.5

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

Section 18.3.6 Deleted November 2006.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. * (Amended 05/17)

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. * (Amended 05/17)

**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. (Amended 05/17)*

Section 18.3.9 Deleted March 2022

Section 18.3.10

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

Section 18.3.11

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.* (Amended 11/17)

An MLS participant or 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. (Adopted 11/14)

**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. (Amended 05/17)*

Section 18.3.12

Display of expired or withdrawn listings is prohibited. (Amended 05/21)

Section 18.3.13

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

Section 18.3.14 Deleted March 2022**Section 18.3.15 Deleted March 2022****Section 18.3.16**

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 5/05)

Section 19 Virtual Office Websites (VOWs)**Section 19.1 VOW Defined**

“Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with their participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability. **M**

As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant. **M**

“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. **M**

As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants. **M**

Section 19.2

- a) The right of a participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. **M**
- 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). **M**
- 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. **M**

Section 19.3

- a) Before permitting any consumer to search for or retrieve any MLS listing information on their VOW, the participant must take each of the following steps.
 - i) The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii) The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail 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 e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - iii) The participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at their option, supply the username and password or may allow the Registrant to establish its username and password. The participant must also assure that

- any e-mail address is associated with only one username and password. **M**
- 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, e-mail 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. **M**
 - 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, e-mail address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **M**
 - d) The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
 - i) that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - ii) that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii) that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
 - iv) that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
 - v) that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database **M**
 - 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. **M**
 - f) The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant. **M**

Section 19.4

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

Section 19.5

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

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

Section 19.6

- a) A participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet. **M**
- 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. **M**

Seller Opt-out Form

1. Check one.

- a. ☐ I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
- b. ☐ I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

Initials of Seller

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

Section 19.7

- a) Subject to Subsection b., below, a participant's VOW may allow third parties:
- i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii) to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **M**
- b) Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller. **M**

Section 19.8

A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment. **M**

Section 19.9

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once

every three (3) days. **M**

Section 19.10

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

Section 19.11

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

Section 19.12

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property. *(Amended 11/21)* **M**

Section 19.13

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

Section 19.14

A participant may operate more than one VOW themselves or through an AVP. A participant who operates their own VOW may contract with an AVP to have the AVP operate other VOWs on their behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant. **M**

Section 19.15

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

- a) expired and withdrawn listings
 - b) the compensation offered to other MLS participants
 - c) the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
 - d) the seller's and occupant's name(s), phone number(s), or e-mail address(es)
 - e) instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- (Amended 05/21)*

Section 19.16

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

Section 19.17

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

Section 19.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant 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. (*Amended 11/21*)

Section 19.19 Deleted March 2022**Section 19.20**

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. **M**

Section 19.21

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

Section 19.22

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

Section 19.23

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

Section 19.24

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

Section 19.25

Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours, upon request by the Service. (*Adopted 11/08*)

Definitions

Code of Ethics – The standards of professional and ethical conduct as prescribed in the Code of Ethics of the National Association of REALTORS®.

Comparable Access - Shall mean the access to “comparable” information, “sold” information, and “statistical” reports (but not “active” listing data) that is in any Service Compilation and that the Service, upon request, may make available, in its discretion, to (i) real estate professionals who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development or building activities, but who are not either Participants in the Service or affiliated with a Participant in the Service, and (ii) real estate assessors for cities and towns in Connecticut, in their capacities as such.

Contract Date – Shall mean the date the last signature was obtained on the sale/lease contract. The contract date does not take into account deposits, inspections, or other aspects of the real estate transaction.

Cooperating Broker - Shall mean the licensed broker who or which is either a subagent of a Listing Broker, a buyer's agent or other appropriately licensed facilitator in the process of selling a Listed Property. Wherever the context so requires, reference in these Rules and Regulations to a Cooperating Broker shall include the Participant through which any individual Cooperating Broker is acting.

Deadline for Filing - Shall mean, with respect to a property, forty-eight (48) hours, excluding Sunday's and State Holidays after the Start Date of a Listing Agreement or authorization for change with respect to the property (including without limitation, price changes, changes in contingencies, pendings, cancellations, withdrawals, solds, leases or any other change in the Listing) has been executed and delivered by all necessary signatories and has been received by the Listing Broker.

Delayed Listing Form – Shall mean the form required to be signed by a Seller and delivered to the Service by the Seller's Listing Broker when the Seller requests that marketing of an identified property be deferred to a date certain, specified in the Form that is beyond the Filing of the Listing for that property.

Effective Marketing Date – The date in which Seller(s) and Listing Broker agrees to begin showing the property to prospective purchasers. Prior to the Effective Marketing Date there will be a prohibition against showings, previews and/or caravans including the listing broker, all agents in the listing broker's office and all other brokers and agents affiliated with the listing company, as well as brokers and agents from offices not affiliated with the listing company.

Entry-Only Listing – Shall mean a Listing or Listed Property with respect to which the Listing Broker, pursuant to the Listing Agreement, is not obligated to provide, and will not be providing, any service to the Seller other than the Filing of the Listing.

Exclusive Agency - Shall mean, when applied to a Listing Agreement, a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller, and the Seller agrees to pay a commission to the Listing Broker if the Listed Property is sold through the efforts of any real estate broker. Under an Exclusive Agency Listing, if the Listed Property is sold solely through the efforts of the Seller, the Seller is not obligated to pay a commission to the Listing Broker or any

other broker.

Exclusive Agency Listing: A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker. *(Amended 5/06)*

Exclusive Right to Sell - Shall mean, when applied to a Listing Agreement, a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller and the Seller agrees to pay a commission to the Listing Broker regardless of whether the Listed Property is sold through the efforts of the Listing Broker, the Seller or anyone else.

Exclusive Right-to-Sell Listing: A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker. *(Amended 5/06)*

Exclusive Right to Sell with Dual Rate of Commission - Shall mean, when applied to a Listing Agreement, a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller, and the Seller agrees to pay a specified commission if the Listed Property is sold by the Listing Broker without assistance and a different commission if the sale results through the efforts of a Cooperating Broker.

Exclusive Right To Sell with Reserved Prospect - Shall mean, when applied to a Listing Agreement, a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller and the Seller agrees to pay a commission to the Listing Broker regardless of whether the Listed Property is sold through the efforts of the Listing Broker, the Seller or anyone else, except that the Seller may name one or more individuals or entities as exemptions in the Listing Agreement and, if the Listed Property is sold to any exempted individual or entity, the Seller is not obligated to pay a commission to the Listing Broker (nor will the Service include the Listed Property as a "sold" in any manifestation of the Service Compilation).

Exclusive Right to Sell with Variable Rate of Commission - Shall mean, when applied to a Listing Agreement, a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller, and the Seller agrees to pay a specified commission if the Listed Property is sold by the Listing Broker either with or without the assistance of a Cooperating Broker and a different commission if the sale results through the efforts of the Seller.

Filed (or variants on the term, as the context may require) - Shall mean directly input into the System by a Participant or Subscriber by electronic or other means or actually received by the Service from a Participant or Subscriber in printed or written form at the principal place of business of the Service for inclusion in the Service Compilation.

Firm - a partnership, corporation, limited liability company, other legal entity or sole proprietorship that owns or operates an office or offices engaging in the real estate business and organized under the same management. A "Firm" does not include independently owned franchisees of a franchisor even if the franchisor owns or operates an office or offices engaging in the real estate business under the same or a similar name. (Also, see "**Office**")

Foreclosure: Legal proceeding initiated by a creditor to repossess the collateral for a lien that is in default, which may result in the forced sale of the real property pledges as a security.

IDX 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.

IDX RETS Feed

This feed will only include the listing statuses that are identified to be included with IDX feeds. Only the fields that are indicated with a public access level are going to be included. Going forward, because this is a blanket type of feed for IDX, any new field that is Public, or any field changed from Private to Public, automatically appear in the feed without needing to maintain it directly. The IDX template also abides by the options found on the Broker Distribution tab of listing maintenance. These export options can restrict address or the listing entirely from any outside data feeds. With the address restriction, we hide that data from the feed so there are not accidental displays of the data by outside vendors. The IDX template also abides by the Broker Data Share settings for Broker Reciprocity. This means that if a brokerage has Opted Out of IDX, their listings are not available in this type of feed.

IDX Company Only

Confidential Office/Company: This type of feed will include all fields, without restriction on status or privacy level of the field, however it will only include the listings for the linked office or company.

IDX VOW

VOW RETS feeds contain Private as well as public data fields, off-market status listings as well as active, and restricted data. Users who build a website with a VOW feed are expected to only show the same data as an IDX user to the general public, but the additional data in the VOW feed can be shown to viewers who register on the website and provide an email address.

Limited Access – Shall mean the ability of Secondary Subscribers to enter listings into the Service, but not access the full Service for search or other capabilities.

Listing or Listed Property - Shall mean a property as to which all necessary data and information have been Filed with the Service.

Listing Agreement - Shall mean a signed written agreement between a Seller and a broker which constitutes either an Exclusive Agency Listing, an Exclusive Right To Sell Listing, an Exclusive Right To Sell With Dual Rate of Commission, an Exclusive Right To Sell With Reserved Prospect or an Exclusive Right To Sell With Variable Rate Of Commission. A Listing Agreement must include the Seller's written authorization to the Listing Broker to submit the Listing Agreement to the Service and to File the Listing at such time and upon satisfaction of such conditions as shall be specified therein.

Listing Agreement Types (Policy Statement 7.50)

Except where state law provides otherwise, the following terms shall be defined as follows when used in rules and regulations of any multiple listing service owned or operated by one or more associations of REALTORS®. *(Amended 5/06)*

Exclusive Right-to-Sell Listing: A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker. *(Amended 5/06)*

Exclusive Agency Listing: A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker. *(Amended 5/06)*

Open Listing: A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker. *(Amended 5/06)*

Note: These definitions are provided to facilitate categorization of listings in MLS compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. If state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, listings may not be excluded from MLS compilations on the basis that the listing broker is not the seller's agent. *(Adopted 11/93, Amended 5/06)*

Listing Broker - Shall mean the Individual Participant or Participant Firm who or which Files a Listing with the Service.

Listing Content Defined (Policy Statement 7.86)

"Listing content" as used in the National Association's multiple listing policies, including the model MLS rules and regulations, includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. *(Adopted 5/06)* **M**

Listing Date – Shall mean the date on which the listing agreement was signed by all parties.

Listing Status Codes - Shall mean the shorthand codes used by the Service to indicate the status of a Listed Property. A table of Listing Status Codes currently used by the Service is attached to these Rules and Regulations as Attachment B hereto.

M indicates that a rule is mandated by NAR

Marks – Shall mean any of the marks and logos owned by the Service that use, include or incorporate in anyway the term “**FLKMLS**” or the blocks “**Florida Keys M. L. S., Inc.**” or “Florida Keys MLS” or “**FLKMLS**” or any variant of the same, that appears on these Rules and Regulations, on the Service’s letterhead or on the Service’s website.

Multiple Listing Service (MLS) Defined

A multiple listing service is:

- a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public
- a means by which authorized participants make blanket unilateral offers of compensation to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law)
- a means of enhancing cooperation among participants
- a means by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers
- a means by which participants engaging in real estate appraisal contribute to common databases *(Revised 11/04)*

Entitlement to compensation is determined by the cooperating broker’s performance as procuring cause of the sale (or lease). *(Revised 11/94)*

While offers of compensation made by listing brokers to cooperating brokers through MLS are unconditional,* a listing broker’s obligation to compensate a cooperating broker who was the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. *(Revised 11/98)*

*Compensation is unconditional except where local MLS rules permit listing brokers to reserve the right to reduce compensation offers to cooperating brokers in the event that the commission established in a listing contract is reduced by court action. Refer to Part Two, G., Section 1, Information Specifying the Compensation on Each Listing Filed with a Multiple Listing Service of an Association of REALTORS®, Handbook on Multiple Listing Policy. *(Adopted 11/98, Revised 11/09)*

Office - Shall mean the distinct location or Virtual Office web site from which a Participant or Subscriber conducts a real estate business that is licensed by the appropriate state real estate licensing authority, agency or board, or its functional equivalent, legally designated as such in Florida or another state.

Open Listing: A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker. *(Amended 5/06)*

Participants: Participation in the Service is available to any REALTOR® principal who is an active member of the Florida Keys Board of REALTORS® or any other Association of REALTORS® without further qualification except payment of required dues and fees and agreement to abide by the Bylaws and these Rules and Regulations of the Service. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and cooperate or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients

Pre-construction: The listing is for a specific lot with a specific structure that could be built for a specific list price however construction has not begun. (Updated 11/2015)

Pre-Foreclosure: This refers to the period after the lender has filed the original complaint and filed a lis pendens on the property indicating the intent to foreclose.

Property Data Form - Shall mean the printed or electronic form used to record data or information which will be Filed with the Service, including any printed or electronic form used to indicate a change in status of a Listing.

REALTOR® - An individual who is a member of the National Association of REALTORS® in good standing.

Seller - Shall mean any one or more individuals and/or entities, as the case may be, who or which a Participant has determined to be the proper party or parties seeking to sell or lease a property through that Participant.

Service - Shall mean the **Florida Keys M.L.S., Inc.**”, a Florida Nonstock corporation, or, as the context may require, the multiple listing service owned and operated by the **Florida Keys MLS, Inc.**”

Service Compilation - Shall mean any form, format or medium in which property listing data and information and/or tax information are collected and/or disseminated to Participants from time to time by the Service, including, but not limited to, the System and any other computer database, any MLS Publication, any bound book, loose-leaf binder and card file, and any other form, format or medium whatsoever. The Service Compilation and the data and information contained therein are copyrighted in the name of the Service.

Shall means “must” for these Rules and Regulations.

Start Date of a Listing Agreement – The date on which a Listing Agreement to Sell, Lease or Exchange a property goes into effect.

Subscribers – (See Article 2, Section 2.2. 1 b)

System - Shall mean the computerized database of property data and information maintained by the Service. Often referred to as “MLS System”.

Subscriber: includes non-principal brokers, sales associates, licensed and certified appraisers affiliated with a Participant or Secondary Participant. Non-principal brokers, sales associates, licensed and certified appraisers affiliated with a Secondary Participant shall be known as a "Secondary Subscriber". A Subscriber's right to utilize information is limited to those activities authorized to the Participant's office with which said Subscriber is affiliated. Said information shall not be used or made available to any non-MLS individuals or firms, nor be used by the Subscriber for any real estate activity outside of the Participant's office. These are deemed to be unauthorized uses.

Unlicensed Staff: Unlicensed staff include affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers who are under the direct supervision of a Participant or the Participant's licensed designee. An Unlicensed Staff's right to utilize information is limited to those activities authorized to the Participant's office with which said Unlicensed Staff is affiliated. Said information shall not be used or made available to any non-MLS individuals or firms, nor be used by the Unlicensed Staff for any real estate activity outside of the Participant's office. These are deemed to be unauthorized uses. All unlicensed staff must have an individual login ID and password.

Users: Users of the Service include the Sponsoring Member, employees of the Participant who are not licensed as a real estate broker, salesperson, or appraiser but have access to the data. All Users must have an individual login ID and password. (e.g., a secretary, office manager, and unlicensed personal assistant).

Virtual Staging: using a photo editing software to create a photo or conceptual rendering of what the interior room(s) and/or interior of the property could look like, if it was staged or lived in.

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