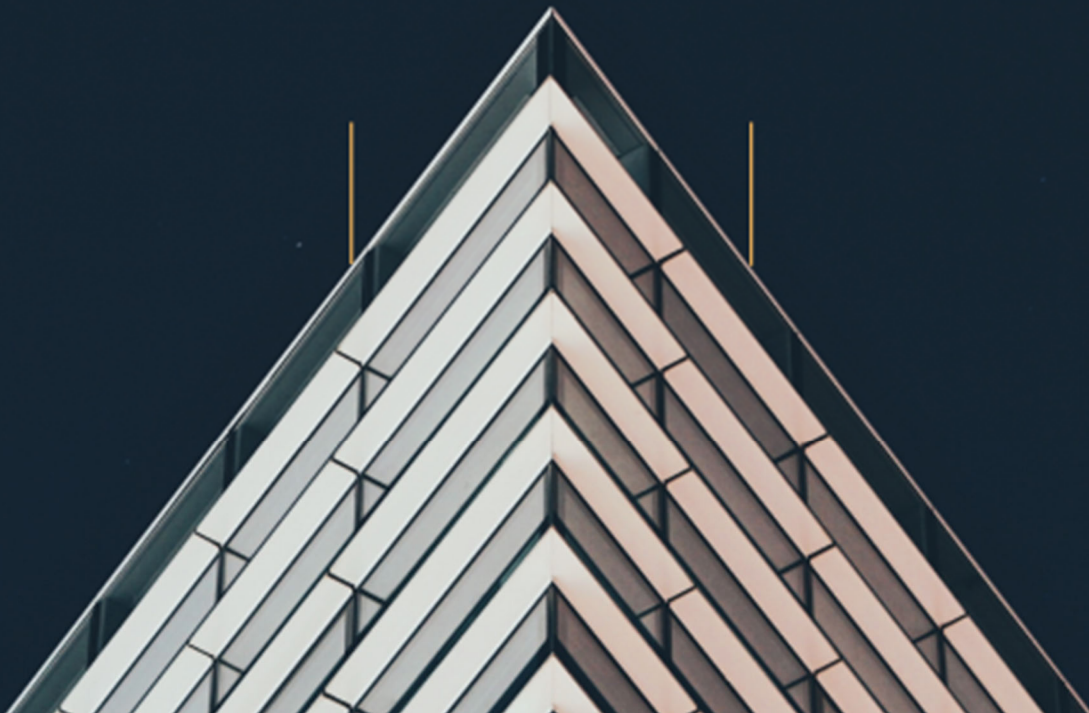




THE  
**CINCYMLS**  
— OUR MLS - OUR FUTURE —

**MLS Rules and Regulations**

**February 11, 2026**





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## NAR MLS ANTITRUST COMPLIANCE POLICY

The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. Boards and associations of REALTORS® and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

Boards and associations of REALTORS® and their MLSs shall not:

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services.
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking "office exclusive" listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants.
9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities.
12. Interfere in or restrict participants in their relationships with their affiliated licensees.

As used in this policy, "rule" includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. "Multiple listing service" and "MLS" means multiple listing service committees of boards and associations of REALTORS® and separately-incorporated multiple listing services owned by one or more boards or associations of REALTORS®.

These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by an MLS or board or association of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

It is the duty and responsibility of all boards and associations of REALTORS® and MLSs owned by or controlled by boards or associations of REALTORS® to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the NATIONAL ASSOCIATION OF REALTORS®. Boards and

associations of REALTORS® failing to conform with these policies will be required to show cause why their charters should not be revoked.

The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the NATIONAL ASSOCIATION OF REALTORS®. *(Amended 11/04)* **M**

## DEFINITIONS

1. **Agency** is the fiduciary relationship that results from the manifestation of consent by one person to another that the other shall act on their behalf and subject to their control, and consent by the other so to act.
  - a. The one for whom action is taken is the principal.
  - b. The one who is to act is the agent.
2. **Broker Reciprocity (also known as BR or IDX)** is a means by which each Participant subscribing to the the Broker Reciprocity Subscriber or BRS program is afforded the ability to authorize limited electronic display and delivery of their listings appearing in MLS 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 listing.

*NOTE: PARTICIPATION IS AUTOMATIC FOR ALL MLS PARTICIPANTS UNLESS THE PARTICIPANT COMPLETES AN OPT-OUT ELECTIVE FORM, AND IT IS PLACED ON FILE WITH THIS MLS. (SEE 17.9)*

3. **Broker Reciprocity Database** is the current aggregate compilation of all exclusive right to sell and exclusive agency listings (**Active, Pending and/or Sold**) of all Broker Reciprocity subscribers except those listings where the property seller has opted out of Internet publication by indicating on the listing contract.

~~3-4.~~ **Business Days** are Monday at 12:00 a.m. through Friday at 11:59 p.m., excluding Federal Holidays.

~~4-5.~~ **Buyer Agency** is the relationship that exists between a buyer and the buyer's agent.

~~5-6.~~ **Buyer's Agent** is a real estate agent who is employed by and represents only the buyer in a real estate transaction, regardless of whether the commission is paid by the buyer or by the seller, or through a commission split with the listing agent.

~~6-7.~~ **Cincinnati MLS, CincyMLS, or MLS** are the abbreviated names for the Multiple Listing Service of Greater Cincinnati, Inc., a subsidiary of the REALTOR® Alliance of Greater Cincinnati.

~~7-8.~~ **Client** is a buyer or seller represented by an agent subject to that buyer's or seller's control; also called a principal.

~~8-9.~~ **Coming Soon:** A Listing Contract and Coming Soon Seller Authorization have been signed by the broker/agent and the seller, but the property is not yet ready for sale *but will be within ten (10) calendar days of the seller's signature*. This allows a property to be secured with a listing contract and coming soon addendum while not available for showings or sale until the designated "Showing Start Date."

~~9-10.~~ **Cooperating Agent** is a non-listing Agent who introduces a Buyer to an MLS Listing of another Subscriber and is further involved in becoming the procuring cause of sale to that Buyer. Also called a Buyer's Agent or Selling Agent.

~~10-11.~~ **Cooperating Broker** is a non-listing broker of the Cooperating Agent that finds a buyer for the listing broker of a property. The Co-op Broker is the broker who procured the buyer for the transaction.

~~11-12.~~ **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.

~~12-13.~~ **Cumulative Days on Market-MLS (CDOM)** represents the aggregate duration during which a property has been available for sale on CincyMLS, encompassing both singular and multiple listing agreements with intervals of less than 30 days between successive listings

- ~~13-14.~~ **Customer** is a consumer working with Brokers and Agents in a real estate transaction.
- ~~14-15.~~ **Data Field or (Body)** is the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
- ~~15-16.~~ **Days** in this manual means calendar days unless otherwise specified.
- ~~16-17.~~ **Days on MLS (DOM)** represents the duration during which a property has been available for sale on CincyMLS, encompassing a single listing agreement.
- ~~17-18.~~ **Designated REALTOR®** is the real estate professional who is responsible for a real estate firm's actions in relation to the National Association of REALTORS® (NAR)
- ~~18-19.~~ **Dual Agency** is an agency relationship where the brokerage firm represents both the buyer and the seller in the same real estate transaction.
- ~~19-20.~~ **Exclusive Right to Sell:** 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.
- ~~20-21.~~ **Exclusive Agency:** 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.
- ~~21-22.~~ **For Sale Only:** Intent for the property to be sold and transfer one or more of the following: deed/ownership/title; or lease-purchased with no reference to the word 'option.' An offering price must be used, and no rent or lease amount may be offered. A purchase contract shall be signed and the property legally able to eventually be marked SOLD.
- ~~22-23.~~ **Lease/Rental:** Only properties where the owner/signatory of the listing contract does not intend to transfer one or more of the following: deed/ownership/title. A sale may not appear on the listing.
- ~~23-24.~~ **Lease with Option to Buy:** Considered a Lease/rental property; not a for sale property. If the buyer has the option not to purchase or must exercise the option to purchase, then this would be considered a lease.
- ~~24-25.~~ **Licensee:** any real estate agents, brokers, managers with an active real estate license with the Division of Real Estate, and licensed and certified appraisers.
- ~~25-26.~~ **Listing Agent** is an agent of the seller who markets that seller's property, usually exclusively, and represents the seller during the sale and closing of their property.
- ~~26-27.~~ **Listing Broker** is the employer of the listing agent who is ultimately responsible to the seller.
- ~~27-28.~~ **Listing Content** includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.
- ~~28-29.~~ **Member(ship)** is an Association/REALTOR® term – The MLS equivalent is **Participant/Principal**.
- ~~29-30.~~ **Mobile Homes** are permitted in MLS as long as they qualify as Real Estate, where the structure is for sale along with the land it sits on. The price of the land shall be included in the list price of the property. If the mobile home structure is only for sale and the land is not, the structure is considered Personal Property and is not permitted in MLS.
- ~~30-31.~~ **Off MLS Sale (OMS) (previously Sold Before Listed/Sent):** A property that has an executed purchase contract either before it was published to an Active status (has a listing agreement) or if the seller was not represented by a CincyMLS subscriber (buy side only) is permitted to be entered into the MLS but

must adhere to the guidelines. OMS Properties will not be included in data feeds for IDX or syndication. **OMS status listings may not be publicly displayed. These are “Comp Only” listings for internal use.**

**31-32. Participant** is an MLS office under the control of the REALTOR® Principal of any firm, partnership, or corporation. Also called the Listing Broker or Cooperating Broker. (See Article 4 for further definition)

**32-33. Private Selling Officer (PSO)** is an Ohio resident who is licensed as both an Auctioneer and a Real Estate Broker or Real Estate Salesperson eligible to sell foreclosed properties by appointment of the court.

**33-34. 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.

**34-35. Seller** is the owner(s) of record or legal entity authorized to sell the property.

**35-36. Seller Concessions** include points paid by the seller on behalf of a buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value.

**36-37. Statewide Data Sharing:** A statewide data share should deliver MLS data through a common technology interface (e.g., API) of all data fields to all Participants of MLSs in the statewide data share. However, the data should not include MLS-only data fields that are viewable only to the listing Participant and the respective local MLS. **NAR PS: 8.10**

**37-38. Subscribers** include non-principal brokers, sales associates, licensed real estate agents, licensed and certified appraisers, and unlicensed support staff affiliated with participants. **NAR BL: Art 4.3**

**38-39. Thumbnail Display** is between 1-4 horizontal lines of text that fit on a single display screen at a 600 x 800 screen resolution, or a print report at no more than 8-1/2 wide in a portrait format. It may include a photo.

**39-40. Under Construction:** Under Construction is a status and may apply to either New Construction or total rehab properties (materially changing at least 50% of the structure.) If Under Construction, DOM will not accumulate.

- a. New Construction homes may be designated Under Construction status until the issuance of a Certificate of Occupancy.
- b. Rehab properties may be designated Under Construction status until 90% completion of the structure changes.
- c. Minor changes are not considered material changes and are not eligible for Under Construction status.

**40-41. 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.

## LISTING STATUS DEFINITIONS

1. **Active:** The listing is available for sale and showings.
2. **Pending:** The listing has an accepted purchase contract. The property may be shown for backup offers but is not able to accept a purchase offer in the first position.
3. **Coming Soon:** The property is listed with a brokerage and will be available for showings and/or purchase contracts on the Showing Start Date. A property may only be in the Coming Soon status for 10 calendar days. No showings or offers submitted to the seller are permitted in the Coming Soon status.
4. **Withdrawn:** If the property is not available to be shown for more than 3 consecutive calendar days, the property must be removed from the Active status and moved to Withdrawn until it is available for showings again. The listing will be removed from all data feeds while in the Withdrawn status. While the intent of Withdrawn is to postpone marketing and showings, the property is permitted to be shown while in the Withdrawn status. Withdrawn may not be used as a tool to gain unfair advantage over other subscribers, bypass cooperation, or only permit selective showings.
5. **Canceled:** The listing contract has been terminated between the broker and seller before the contract Expiration Date has been reached.
6. **Expired:** The listing contract terminated automatically based on the contract Expiration Date.
7. **Sold:** A closing (in person or escrow) has occurred, and both the buyer and seller have executed the closing documents. The status must be changed to Sold within 7 days of the closing.
8. **Off MLS Sale (OMS) (previously Sold Before Listed/Sent):** A property that has an executed purchase contract either before it was published to an Active status (has a listing agreement) or if the seller was not represented by a CincyMLS subscriber (buy side only) is permitted to be entered into the MLS but must adhere to the guidelines. OMS Properties will not be included in data feeds for IDX or syndication. **OMS status listings may not be publicly displayed. These are "Comp Only" listings for internal use.**
9. **Under Construction:** Under Construction is a status and may apply to either New Construction or total rehab properties (materially changing at least 50% of the structure.) If Under Construction, DOM will not accumulate.
  - a. New Construction homes may be designated Under Construction status until the issuance of a Certificate of Occupancy.
  - b. Rehab properties may be designated Under Construction status until 90% completion of the structure changes.
  - c. Minor changes are not considered material changes and are not eligible for Under Construction status.
10. **Delayed Marketing:** An exempt listing where the seller has directed the listing broker to delay the public marketing of that listing through IDX and syndication for any period as allowed by CincyMLS.
- ~~10-11.~~ **Office Exclusive:** An exempt listing where the seller has directed that their listing not be disseminated through MLS and may not be publicly marketed. ~~No~~

**Multiple Listing Service of Greater Cincinnati, Inc.**  
**Bylaws and Rules and Regulations**  
**Revised: July 1, 2023**

**ARTICLE 1 – AUTHORITY ~~AND~~ AND NAME**

**1.1 Authority**

The REALTOR® Alliance of Greater Cincinnati shall maintain for the use of its members a multiple listing service which shall be a lawful corporation of the state of Ohio and shall be wholly owned by the REALTOR® Alliance of Greater Cincinnati. **RAGC Const 20.1**

**1.2 Name**

The name of this corporation is the Multiple Listing Service of Greater Cincinnati, Inc., hereinafter referred to as either Multiple Listing Service of Greater Cincinnati, MLS or CincyMLS, which is a subsidiary of the REALTOR® Alliance of Greater Cincinnati, Inc., hereinafter referred to as either REALTOR® Alliance of Greater Cincinnati or RAGC. **NAR BL: Art 1 RR1.1**

**ARTICLE 2 – PURPOSE**

CincyMLS strives to promote transparency, efficiency, and cooperation in the sharing of real estate data, which ultimately benefits buyers and sellers. In doing this, it is important to provide and enforce fair and equal access to housing opportunities for all individuals. Therefore, CincyMLS will not only promote, establish, foster, develop, and preserve the highest standards of the real estate profession, but also do it in a way that is inclusive and equitable for all subscribers.

**2.1 The Multiple Listing Service is:**

- a. a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public
- b. a means of enhancing cooperation among Participants
- c. 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
- d. a means by which Participants engaging in real estate appraisal contribute to common databases

**NAR BL: Art 2**

**2.2 Multiple Listing Services are important tools for furthering fair housing because they facilitate the widespread distribution of accurate property information to all consumers. To that end, MLSs must implement a process for identifying potential violations of fair housing laws, advising participants and subscribers to remove or correct potential violations. **NAR Pol: 8.1****

**Note: CincyMLS staff are not Fair Housing experts and do not serve as enforcement authorities for Fair Housing laws or the Code of Ethics. When a potential violation is brought to our attention, staff will direct the complainant to the appropriate organization—such as the Ohio REALTORS Professional Standards, the Ohio Civil Rights Commission (OCRC), or the U.S. Department of Housing and Urban Development (HUD) to file a formal complaint.**

**In alignment with this rule, the MLS may notify the listing agent of the concern and provide an opportunity to review and revise any language that could be interpreted as a potential violation. If the reported concern is a blatant violation of a protected class, staff will remove the language and notify the listing agent.**

### ARTICLE 3 – SERVICE AREAS

- 3.1 The service area of the MLS shall be determined by the MLS BOD.
- 3.2 The CincyMLS primary service area includes listings from Brown, Butler, Clermont, Hamilton, and Warren Counties. Listings of properties located in any other Ohio or Indiana county, or located in an alternate MLS Service Area, may be accepted as “extended service area” listings, but are not required. **NAR BL: Art 3**
- 3.3 If a Participant is a member of another NAR- recognized MLS whose local (primary) service area counties are one or more of the MLS **extended** service area counties, that Participant, at its option, may submit its listings to the other MLS in which they are a Participant.

*Note: MLSs are encouraged to establish service areas that encompass natural markets and to periodically reexamine such boundaries. An MLS is not precluded from establishing and maintaining an MLS service area that exceeds the parent association(s) jurisdiction. **NAR BL: Art 3***

### ARTICLE 4 – PARTICIPATION

“Participant” is an MLS office under the control of the REALTOR® Principal of any firm, partnership, or corporation.

- 4.1 Any REALTOR® of this or any other association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in multiple listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. **NAR BL: Art 4**
- 4.2 However, under no circumstances is any individual or firm, regardless of membership status, entitled to multiple listing service membership or participation unless they hold a current, valid real estate broker’s license and 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.
- 4.3 Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. **NAR BL: Art 4**
- 4.4 The REALTOR® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the participant shall have all rights, benefits, and privileges of the service, and shall accept all obligations to the service for the participant’s firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the service by all persons affiliated with the participant who utilize the service. Participants and all persons affiliated with the Participant must comply with state license laws and requirements. **NAR BL: Art 4**
- 4.5 Mere possession of a broker’s license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS shares information on listed property, and make the property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients and cooperate. “Actively” means on a continual and ongoing basis during the operation of the participant’s real estate business. The “actively” requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. **NAR BL: Art 4**

- 4.6 Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law. **NAR BL: Art 4**
- 4.7 The key is that the Participant or potential Participant actively endeavors cooperation with respect to properties of the type that are listed on the MLS in which participation is sought. 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 client(s). This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a “Virtual Office Website” (VOW) (including a VOW that the participant uses to refer customers to other participants) if the Participant or potential Participant actively endeavors to cooperate. **NAR BL: Art 4**
- 4.8 An MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants. **NAR BL: Art 4**

**4.9 Indiana Participants and Subscribers**

Indiana licensed brokers (with no Ohio License) may join the MLS of Greater Cincinnati as a Participant and they are permitted to allow their licensed agents and appraisers the ability to choose whether they wish to subscribe under the same provisions as the reciprocity agreement with other MLSs.

**4.10 Application and Orientation**

Application for participation shall be made as prescribed by the BOD of MLS. The application shall contain a signed statement by the Participant agreeing to abide by the Bylaws and Rules and Regulations of MLS as from time to time adopted or amended. **NAR BL: Art 4.1**

- a. The Application for participation shall include the physical address of the MLS registered office location(s), as registered with the State Division of Real Estate. Each physical branch or satellite office location, registered with the ODRE (Ohio Dept. of Real Estate) or IDRE (Indiana Dept. of Real Estate), shall be registered with the MLS if it is utilized by registered licensees of the MLS of Greater Cincinnati. P.O. boxes are prohibited entry for the physical address.

OHIO DIVISION OF REAL ESTATE (ODRE) SECTION 4735.13 / DEFINITE PLACE OF BUSINESS REQUIRED; DISPLAY AND CARE OF LICENSES

EVERY REAL ESTATE BROKER LICENSED UNDER THIS CHAPTER SHALL HAVE AND MAINTAIN A DEFINITE PLACE OF BUSINESS IN THIS STATE. A POST OFFICE BOX ADDRESS IS NOT A DEFINITE PLACE OF BUSINESS FOR PURPOSES OF THIS SECTION. THE LICENSE OF A REAL ESTATE BROKER SHALL BE PROMINENTLY DISPLAYED IN THE OFFICE OR PLACE OF BUSINESS OF THE BROKER, AND NO LICENSE SHALL AUTHORIZE THE LICENSEE TO DO BUSINESS EXCEPT FROM THE LOCATION SPECIFIED IN IT. IF THE BROKER MAINTAINS MORE THAN ONE PLACE OF BUSINESS WITHIN THE STATE, THE BROKER SHALL APPLY FOR AND PROCURE A DUPLICATE LICENSE FOR EACH BRANCH OFFICE MAINTAINED BY THE BROKER. EACH BRANCH OFFICE SHALL BE IN THE CHARGE OF A LICENSED BROKER OR SALESPERSON. THE BRANCH OFFICE LICENSE SHALL BE PROMINENTLY DISPLAYED AT THE BRANCH OFFICE LOCATION.

- b. **Online Orientation** Any licensed subscriber who has access to the MLS system shall complete an online orientation program of no more than 8 hours devoted to the MLS rules and regulations and/or operations of the MLS system within thirty (30) days after access has been provided. **NAR RR: Sec 17** They must take a quiz and answer 85% of the questions correctly.

1. New, or returning after 12 months removed, subscribers will be provided a link for the Online Orientation with their logon notification.
  2. If a subscriber does not answer 85% of the questions correctly, they may retake the orientation as often as needed to achieve 85% or better.
  3. If the Online Orientation is not successfully completed with a passing grade within the thirty (30) day time frame, the individual must complete additional training as determined by the MLS.
    - c. Participants and their licensees may be required, at the discretion of the MLS, to complete additional training of not more than four (4) hours in any twelve (12) month period when deemed necessary by the MLS to familiarize Participants and their licensees with system changes or enhancements and/or changes to MLS rules or policies. **NAR RR: Sec 17**
- 4.11 No association or association MLS may make or maintain a rule which would preclude an individual or firm, otherwise qualified, from participating in an association MLS solely on the basis that the individual or firm functions, to any degree, as the agent of potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the Participant is representing the potential purchaser as an agent, the Participant cannot function simultaneously as the subagent of the listing broker without buy and seller consent or as provided by state law; and must make his true position clearly known to all interested parties at first contact. **NAR PS: 7.40**
- 4.12 **Code of Conduct**
- a. MLS participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. **NAR SOC: Std 16.22**
  - b. 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:
    1. engage in deceptive or unauthorized framing of real estate brokerage websites;
    2. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
    3. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic,
    4. present content developed by others without either attribution or permission; or
    5. otherwise mislead consumers, including use of misleading images.

**NAR: SoC Std 16.24**

## **ARTICLE 5 – SERVICES AND ACCESS**

- 5.1 A database of property transactions is maintained by MLS. That database is available to Participants and their subscribers with authorized unique access credentials. Allowing unauthorized users access to the System/services or distribution of MLS data is strictly prohibited and may result in suspension, expulsion, punitive action, access termination, and possible fines. Subscribers may access the MLS data provided that:
- a. The Participant authorizes such access.
  - b. The authorized subscriber applies for and obtains their own access credentials. Allowing unauthorized users access to the System/services or distribution of MLS data is strictly prohibited and may result in suspension, expulsion, punitive action, access termination, and possible fines

5.2 The integrity of data is a foundation to the orderly real estate market. In order to ensure the goal of maintaining an orderly marketplace is maintained, and to further establish REALTOR® information as the trusted data source, MLS organizations owned and operated by associations of REALTORS® will implement the RESO Standards and will keep current by implementing new releases of RESO Standards within one (1) year from ratification. Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance Certification Process. Web API data access provided to participants and subscribers must have no less than the same data available via data access methods such as RETS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard. **NAR Pol: C Sec 12**

5.3 The services, information, and products that MLSs provide to participants and subscribers affiliated with participants may be categorized as **core**, as **ancillary to the core but included in a basic package of MLS services** as determined locally and provided to all MLS participants and subscribers automatically or on a discretionary basis, or as optional and available to participants and subscribers at their discretion. **NAR Pol: C Sec 8**

Core: Core MLS information, services, and products are essential to the effective functioning of MLS, as defined, and include:

- listing information

Core services include the mechanisms by which this information is communicated between participants and the MLS.

Basic: In addition to core services, an MLS may automatically or on a discretionary basis, provide additional information, services, and products substantially related to the purpose and function of MLS.

5.4 Notwithstanding the foregoing, an MLS may treat optional information, services, or products as Basic provided that the MLS does not receive an economic benefit from the arrangement as demonstrated by satisfying both of the following conditions:

- a. The MLS or its shareholder(s) is not the seller, lessor, or licensor of the information, service, or product (i.e., the information, service, or product is sourced from an independent third party); and
- b. The MLS does not make a profit or receive a commission or rebate based on the sale, lease, or license that exceeds the operational costs of providing the information, service, or product. **NAR Pol: C Sec 8**

5.5 The MLS must display customer service and technical support contact information on the MLS website. **NAR Pol: 8.2**

## **ARTICLE 6 – OWNERSHIP OF MLS DATA, COMPILATION, AND COPYRIGHT**

6.1 Printed listings, MLS data, photographs/images printouts, forms, and other materials are and shall remain MLS property.

6.2 Through the act of submitting any property listing content to the MLS, the participant represents and warrants that:

- a. 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 do grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

- b. They have the authorization to grant and do grant the MLS the authority to include the property listing data in approved VOW and IDX displays for advertising on other Participant's IDX and/or VOW-compliant websites.
- c. Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. *(NAR Adopted 5/18)*

**NAR RR: Sec 11**

- 6.3 All rights, title, and interest in each copy of every MLS compilation created and copyrighted by the Multiple Listing Service of Greater Cincinnati and in the copyrights therein, shall at all times remain vested in the Multiple Listing Service of Greater Cincinnati. **NAR RR: Sec 11.1**
- 6.4 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. **NAR RR: Sec 12.1**
- 6.5 A Participant or their affiliated subscribers shall not reproduce an MLS compilation or any portion thereof except in the following limited circumstances:
  - a. Participants or their affiliated subscribers may reproduce from the MLS compilation and distribute to prospective buyers or sellers a reasonable number of single copies of property listing data contained in the MLS compilations which relate to any properties the prospective buyers or sellers are, or may, in the judgment of the Participant or their affiliated licensed subscribers, be interested. **NAR RR: Sec 12.2 Opt 1**
  - b. Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction. **NAR RR: Sec 12.2 Opt 1**
  - c. Nothing contained herein shall be construed to preclude a Participant from utilizing, displaying, distributing, or reproducing property listing data pertaining exclusively to properties currently listed for sale with the Participant. **NAR RR: Sec 12.2 Opt 1**
  - d. 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. **NAR RR: Sec 12.2 Opt 1**
  - e. 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) **NAR RR: Sec 12.2 Opt 1**

- 6.6 MLS listing information is confidential. If any Participant or its affiliated subscribers furnish information on another Participant's listing without their authorization to a non-participant other than to a prospective buyer, seller, appraiser, or lender, the Participant is subject to actions taken by the Operations Committee under Article 32, "Enforcement."

Further, each Participant, by execution of the Agreement provided in Article 4: "Participation" herein, agrees that a breach of this covenant would result in irreparable injury and damage to MLS and its Participants for which MLS and its Participants would have no adequate remedy at law; and each Participant further agrees, in the event of said breach, that the MLS shall be entitled to an immediate injunction and restraining order to prevent such violation or continued violation, without having to prove damages, in addition to any other remedies to which MLS may be entitled at law or equity.

**6.7 Limitations on Use of MLS Information**

Use of statistical information from the MLS for advertising by an MLS Participant or in other public representations may not be prohibited.

However, any advertising or other forms of public representations based in whole or in part on information supplied by the MLS must clearly demonstrate the period of time over which such claims are based, specific criteria as the basis of the claim and shall not demonstrate the advertising is supplied by the MLS, but only the data from MLS was used. The advertisement cannot imply that the MLS has granted an award or recognition, and must include the following notice: A disclaimer must be included that identifies the information above. An example would be:

"Data Source: MLS of Greater Cincinnati, Date thru Date based on total transactions by all agents."

"Data Source: MLS of Greater Cincinnati, Date thru Date based on all closed transactions in West Chester."

"Based on information from the Multiple Listing Service of Greater Cincinnati for the period (date) through (date)."—NAR RR: Sec 13 Opt 1

It is highly recommended, but not required, that specifics regarding the statistical criteria (e.g., single family, 4 bedroom, in whatever market areas) be defined on the compilation. This allows for verification of statistical analysis by other MLS Participants.

Participants violating the intent of this paragraph and who do not include the above notice with data that is supplied to the public are subject to actions under Article 32, "Enforcement."

- 6.8 Printable Reports: "Agent" reports on the MLS are designed for and to be used by and distributed to subscribers of the MLS. They are NOT for distribution to and use by a consumer.
- 6.9 Any listing filed with the service shall not be made available to any broker or firm not a subscriber of the MLS without prior consent of the listing broker. **NAR RR: Sec 4**

## **ARTICLE 7 – FEES AND OTHER CHARGES**

**7.1 Participant Application Fee**

A firm eligible to participate in MLS may begin utilizing MLS services upon completion of an application, payment of appropriate fees, and they have met all the requirements as a member of an Association/Board of REALTORS®. An Entrance Fee will be charged to any broker joining as a Participant as determined by the BOD. **NAR RR: Sec 6**

- 7.2 If a Participant's firm is sold and the REALTOR® Principal wants to start a new company, the Participant is

subject to all charges as if it were a new Participant joining MLS. This would include an application fee.

- 7.3 Annual Participation Subscription Fees and other charges for participation in MLS shall be established from time to time by the Budget & Finance Committee, subject to the approval of the BOD, and shall be in amounts that are necessary to defray the cost of providing the service and to allow for an operating reserve. See Exhibit A, "Schedule of Fees and Charges."
- 7.4 The fees of a Participant shall be established on the following basis but billed directly to the licensee. The Participant/Broker is ultimately responsible for the full payment of fees and charges billed directly to their licensees.
- a. The current annual fee amount for each/every registered Office (aka Office fees).
  - b. The current annual fee amount for each/every licensee affiliated or registered with the Participant (aka Agent/Appraiser/Licensee fees). This includes holding/referral company licensees working in any capacity for the Participant.
  - c. In the case where a broker has joined MLS as a Secondary MLS Participant under the reciprocity agreement with another MLS, an additional amount is based on each/every licensee affiliated with the Participant who chose to subscribe to CincyMLS.
- 7.5 New Office and New Licensee fees will be prorated based upon the ODRE date of license issuance date, not when the MLS has been notified.

When a licensee transfers to a new CincyMLS Participant, no additional subscription fees are required until the beginning of the subsequent billing cycle when fees for the current billing cycle were previously paid by one of the Participants.

- 7.6 Participants have the option of a no-cost waiver of MLS fees, dues, and charges for any licensee who can demonstrate subscription to a different MLS or CIE where the principal broker/office participates by submitting a Waiver Application for verification of nonuse of MLS services. The Waiver can include penalties and termination of the Waiver if violated. **NAR RR: Sec 6**
- a. Waiver Applicant may not use the MLS system, its data, or its services.
    1. Listings may not be advertised under, or include in remarks, a Waived Applicant in the MLS or using MLS distribution services.
  - b. If one member of a team subscribes to MLS, then all team members must subscribe.
    1. OAC § 1301:5-1-21 defines Team as: "Any group of two or more associated licensees affiliated with the same brokerage and/or other non-licensed professionals (i.e., administrative assistants) & other real estate professionals that advertise as a group."
    2. Any group of two or more associated licensees affiliated with the same brokerage and/or other non-licensed professionals (i.e., administrative assistants) & other real estate professionals that operate as a group.
  - c. Listings of Waiver Applicants in the MLS service area must be entered in the MLS under the broker's name only and may not be advertised under, or include in remarks, a different contact name in the MLS or using MLS distribution services.
  - d. Waivers must be renewed 45 days prior to the end of the annual fees due date (May 15).
- 7.7 Participants may request an exception to fee policies established in Article 7 for agents or appraisers who are exclusively engaged in a specialty of the real estate business separate and apart from listing, selling or appraising any type of property, which is filed with MLS. If a Participant is a member of another NAR-

recognized MLS whose local (primary) service area counties are one or more of the MLS extended service area counties, that Participant, at its option, may request a waiver of those agents who do not list, sell or appraise property in the MLS local service area counties and Market areas. Such request must be made in writing by the Participant or its authorized representative and will contain a detailed explanation as to the facts and circumstances prompting the request. If a Participant or its agent, under a waiver, enters a property (which is in the MLS local service area) into another MLS and not in MLS, that Participant and agent shall be subject to the MLS regulations with no exceptions and all waivers for that Participant revoked. Any violations of waivers granted will be subject to actions taken by the Operations Committee under Article 33, "Enforcement."

- 7.8 MLS subscription fees are due annually as determined by the MLS BOD. Participants and subscribers acknowledge that it is their responsibility to pay subscription fees by the due date, whether or not an e-bill was received. Payment received after the due date will be assessed a late fee.

On the fifteenth (15th) calendar day past the **due date**, individual subscribers whose fees are not paid in full shall have their MLS subscription, including Electronic Key Services, suspended and a reinstatement fee assessed. If the **Office** fees are not paid, MLS services for the entire office will be suspended and a reinstatement fee assessed.

On the fifteenth (15th) calendar day past the **suspension date**, any outstanding individual MLS subscription or late fees will result in MLS suspension for the entire office.

- 7.9 Refunds of MLS Subscription fees are granted within 30 days of the due date of the invoice. Requests for a refund must be made in writing and verification of license return or transfer to a non-member firm is required.

7.10 **The Use of Fines as Part of Rules Enforcement**

The imposition of moderate fines is considered sufficient to constitute a deterrent to violations of the MLS Rules and Regulations. Suspension or termination is a sanction to be used in cases of extreme violations or repeated violations of the MLS Rules and Regulations. Offices are invoiced monthly for any fines assessed the previous month. Failure to pay the fines will result in MLS suspension for the entire office. In situations where an agent changes offices during a violation and/or invoicing process, the fine will follow the agent—not the office. If the agent does not pay the fine, the agent will be suspended, and all outstanding fines must be paid in full before reinstatement.

- 7.11 If a licensee is asked to be re-activated within 60 days of being inactivated due to non-payment of annual fees or monthly fees, any outstanding amounts, including the full MLS annual fee (not prorated) and any late fees must be paid prior to reactivation.
- 7.12 If a licensee is licensed in two states under two (2) CincyMLS Participants, that licensee is not subject to paying two (2) sets of CincyMLS subscription fees. Where a licensed appraiser with one participating company is also a licensed sales associate with another participating company, that licensee is not subject to paying two (2) sets of CincyMLS subscription fees.
- 7.13 In the case where the licensee holds an active license under another company (e.g. holding company) which is not a registered Participant of MLS, yet the licensee requests MLS access through an MLS Participant or MLS registered branch office, or team, in a non-licensed capacity, the person shall be permitted access to any services of the MLS for non-transactional purposes with a paid subscription. The broker shall be liable and subject to punitive action if the non-subscriber is provided access to MLS via a shared password or unauthorized MLS access.

7.14 **Reinstatement Fees**

A Participant may be reinstated in MLS provided all past due amounts have been paid, and a reinstatement

fee shall have been paid as follows:

- a. One hundred dollars (\$100) if out of MLS for three (3) to twelve (12) months.
- b. Two hundred dollars (\$200) if out of MLS in excess of twelve (12) months.

#### **ARTICLE 8 – USE OF CONTACT INFORMATION FROM THE MLS**

- 8.1 Contact information is defined as subscriber's name, office affiliation, phone number(s), fax number(s), email addresses, website URLs, and any other contact or identifying information. Contact information in the MLS system is intended for use between subscribers for transactional communication purposes only.
- 8.2 Any contact information obtained from the MLS is considered the property of the MLS and is considered confidential in nature. Any redistribution or selling of this information is strictly prohibited.
- 8.3 Use of contact information obtained from MLS shall be strictly limited to back-office software use and transaction processing. Any other uses of this information must be approved, in writing, by the MLS.
- 8.4 Any form of mass e-mail distribution to Participants and subscribers by any Participant, its agents, appraisers, employees, consultants, affiliates, or vendors is strictly prohibited. Any non-transactional email to Participants and subscribers must comply with the federal CAN-SPAM Act\* and contain an unsubscribe or opt-out capability. (Federal Trade Commission 2003. Click here for the [CAN-SPAM Act Compliance Guide](#).)

Violations of the CAN-SPAM Act may result in a subscriber filing a complaint with the Federal Trade Commission in addition to filing a complaint with the MLS. The CAN-SPAM Act has penalties up to \$16,000 per violation.

- 8.5 Each Participant and its subscribers shall have the right to opt out of another Participant's and its subscriber's e-mail or mailing list. The action of removing a Participant and/or its subscribers from an e-mail or mailing list of another MLS subscriber, under the control of that subscriber or under the control of a hired vendor, shall occur within 24 hours (not including Sundays and holidays) from receipt of either a verbal and/or written notification by either a Participant, its subscribers, or by MLS.
- 8.6 Once a request is made regarding the removal of a Participant's and/or its subscribers' e-mail address from another subscriber's list and the action is not carried out within the required timeframe identified by the CAN-SPAM Act, a \$100 per violation fee may be imposed on the subscriber with the list until the requested information is removed. Re-occurring violations shall be subject to the imposed fees, but shall also be subject to additional punitive actions, if deemed necessary, by the Operations Committee and/or BOD.

**The CAN-SPAM Act, a law that sets the rules for commercial email, establishes requirements for commercial messages, gives the recipients the right to have you stop emailing them, and spells out tough penalties for violations.**

**[CAN-SPAM Act Law](#)**

**[CAN-SPAM Act Compliance Guide](#)**

- 8.7 Any Participant, its agents, appraisers, employees, consultants, affiliates, or vendors who, in any way, violate the MLS ownership rights and confidentiality of this MLS data, shall be subject to actions taken by the Operations Committee under Article 32, "Enforcement" and any further courses of action.

#### **ARTICLE 9 – LISTINGS TO BE ENTERED IN THE MLS**

Any listing entered in the CincyMLS is subject to the rules and regulations with no exceptions. Required listings must be entered and the contract uploaded to the MLS, ~~either Unpublished or Published,~~ within two (2) business

days of final signature or Commencement Date, whichever is later. If a required listing is not entered into the MLS within two (2) business days, a late fee will be administered. See Exhibit A, "Schedule of Fees/Charges." **NAR RR: Sec 1**

### 9.1 Required Listings

Only listings of the designated property types located within the primary service area of the MLS are required to be entered into the MLS. Listings of property located outside the MLS's primary service area may be accepted if submitted voluntarily by a Participant. **NAR RR: Sec 1.12**

Required property types are:

- Residential Single Family
- Condo
- Residential Income 2-4 units
- Farm with house

### 9.2 Optional Listings to be Entered into the MLS

The following classifications of property may be placed with CincyMLS at the option of the Participant; however, the listing, if entered, must be in compliance with the Rules and Regulations:

- New Construction (no occupancy permit) properties
- Residential Income 5+ units
- Commercial Sale and Commercial Lease
- Land, acreage, business farms.
- For Rent/Lease Properties (short or long term)

### 9.3 Required Signatures on Listings Agreements, Forms, and Amendments:

- a. The signatures of all property owner(s) of record or legal entity authorized to sell the property and the listing broker and/or agent acting on behalf of the brokerage must be on the listing agreement and any other required forms at the time the property is entered into the MLS.
- b. All forms and any amendments to the listing agreement must include the signatures of all property owner(s) of record or legal entity authorized to sell the property and the listing broker and/or listing agent acting on behalf of the brokerage must be included on all forms and amendments to the listing agreement.
- c. **Exception:** Price changes may be submitted via email directly from the owner(s) of record to the listing agent, specifying the address and exact new price included in the email.

9.4 A copy of all written **Exclusive Right to Sell** or **Exclusive Agency** listings taken by a Participant on Residential property types [single (1), two (2), three (3), four (4) family properties, condominiums, and farms with houses] located within the service area of the MLS shall be entered into the MLS. If a Participant is a member of another NAR- recognized MLS whose local (primary) service area counties overlap with one or more of the MLS extended service area counties, that Participant, at its option, may submit its listings to CincyMLS. Listings submitted into MLS shall be subject to the MLS regulations, with no exceptions. **NAR RR: Sec 1**

### 9.5 Coming Soon

- a. Listing Agent shall provide the Coming Soon Seller Authorization to the Seller describing the MLS Coming Soon guidelines and rules.

- b. The seller signed Coming Soon Seller Authorization Form must be uploaded to the listing before publishing to the Coming Soon status.
- 9.6 MLS shall not require a Participant to submit listings under a property classification (e.g. condos, farms, etc.) other than the classification the Participant chooses to utilize, provided the listing is of a classification type accepted by MLS. However, MLS may reserve the right to refuse to accept a listing under a property classification that fails to adequately describe the property and protect the interests of the public and Participants.
- 9.7 Properties personally owned by Participants or Subscribers where they are selling without a listing agreement, are at the discretion of the Broker. Advertising may only be as a For Sale by Owner. If advertising as a licensee with a Broker, the property must be published in the MLS within one (1) business day in accordance with Clear Cooperation. This rule does not apply to properties owned by a business entity.
- 9.8 **CincyMLS Co-Broker Listings.** When a CincyMLS Participant co-lists a property with another CincyMLS Participant, the following rules apply:
- a. Only one Participant of the MLS may enter the listing in the MLS.
  - b. The Participant who enters the listing in the MLS is solely responsible for the terms and conditions of the listing.
  - c. There must be written authorization from both Participants and the seller allowing the co-listing.
- 9.9 Maintaining accurate listing data is a critical necessity for achieving the defined purpose of the MLS. Participants and subscribers are required to submit accurate listing data and required to correct any known errors. **NAR RR: 1.2**
- 9.10 Multiple listing services may not require participants to enter into listing contracts using a form other than the form a participant individually chooses to use. Multiple listing services may refuse to accept any listing which fails to adequately protect the interests of the public and other participants, and will not accept any listing which establishes a contractual relationship between the MLS and a participant's client. **NAR Pol: 7.6 12.3**
- 9.11 All listing contracts and amendments shall bear a definite and final termination (Expiration) date (Day/Month/Year) as negotiated between the listing broker and the seller. **NAR RR: Sec 1.11**
- 9.12 Any Co-Listing or Co-Selling agents added to or named on the MLS listing must be a subscriber of the MLS of Greater Cincinnati in order to be displayed. Non-subscribers' names or contact information may not be displayed as a co-listing agent or in any remarks.
- 9.13 **Limited Service Listings**
- a. Listings shall be categorized as limited service in instances where listing brokers, pursuant to their listing contracts, will not provide one or more of the following services:
    - 1. arrange appointments for cooperating brokers to show listed properties to potential purchaser(s) but instead, give cooperating brokers authority to make such appointments directly with seller(s); **NAR RR: Art 1.2.1.a**
    - 2. accept and present to seller(s) offers to purchase procured by cooperating brokers but instead give cooperating brokers authority to present offers directly to seller(s); **NAR RR: Art 1.2.1.b**
    - 3. advise seller(s) as to the merits of offers to purchase; **NAR RR: Art 1.2.1.c**

4. assist seller(s) in developing, communicating, or presenting counter-offers; **NAR RR: Art 1.2.1.d**
  5. participate on seller's(s') behalf in negotiations leading to the sale of the listed property. **NAR RR: Sec 1.2.1.e**
- b. Limited Service Listing (Y/N) is a required field of entry. The entry of a listing as Limited Service = "Yes" represents that the seller/client agrees to waive certain duties of the listing broker:
1. This may only be accomplished by the client signing a required "Waiver of Duties Statement" (Ohio law - HB150), which is a confidential document between client and listing broker and should not be distributed to any other party without the consent of the client;
  2. A cooperative broker may only set an appointment, present an offer, negotiate, or provide other services directly to the listing broker's client if the listing broker has given written authorization permitting such action to be conducted directly with their client. This can be accomplished through the MLS agent remarks, ads, e-mail, etc.;
  3. Upon entry of a limited service listing into the MLS, the listing broker shall disclose in the "agent remarks" only an explanation of the actions or limitations placed upon the cooperative broker in regards to interacting with the listing brokers client;
  4. If the client has waived the listing broker's duties as described in 12.7.1.b, c, d, and e, it is recommended that the phrase, "may negotiate," be included in the "agent remarks";
  5. Ohio law prohibits a broker who is representing a seller under an Exclusive Right to Sell agreement from advertising the property as a "For Sale by Owner" or otherwise misleading the public to believe that the seller is not represented by the broker. An Exclusive Agency agreement is exempted from this action.

#### 9.14 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.

Note: Advertisements prohibited under this Section 12.8 include "Sneak Peek," "See it before it hits the MLS," and any other variation that insinuates a property is for sale, whether or not such advertisement includes the actual property address. **NAR RR: Sec 1.01**

Note: This applies to exclusive listings that are required to be filed with MLS and are not currently available to other MLS Participants. **NAR RR: Sec 1.01**

MLS Participants and subscribers who violate the Clear Cooperation rules will receive the following penalties:

- a. **First Offense** per individual subscriber: \$1,000 fine
- b. **Second Offense** per individual subscriber: \$5,000 fine
- c. **Third Offense** per individual subscriber: \$10,000 fine and one year suspension

The subscriber may apply for reinstatement after the one-year suspension period.

**Note:** The penalty timeframe resets for an individual subscriber if no violations occur within a 36-month period from the date of the last penalty.

- 9.15 Failure of a Participant to comply with Article 9 is subject to actions taken by the Operations Committee under Article 32, "Enforcement."
- 9.16 A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker. **NAR RR: Sec 2.7**
- A licensee shall not advertise or alter any information regarding a listing of any property, that is not listed for sale, lease, or exchange with the licensee's brokerage, unless the licensee has first secured written permission of the owner or owners' authorized agent and fully discloses in the advertisement the name of the listing brokerage, in the same or larger size type as used to describe the property. For purposes of this division, the term alter shall not include limiting informational parts of a listing, provided such limitation, the information is not inaccurate or misleading. ODRE: advertising rule, **OAC 1301:5-1-02(G)**
- 9.17 Any listing submitted to the MLS shall not be made available to any broker or firm not a Participant or Subscriber of the MLS without prior consent of the listing broker. **NAR RR: Sec 4**
- 9.18 All listings must include a property address available to other participants and subscribers. If an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number does not exist, the listing must include a legal description of the property sufficient to describe the location. **NAR RR: Sec 1.16**
- 9.19 MLS Participants and Subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. **NAR Statement 8.5**

#### **9.20 Multiple Listing Options for Sellers**

**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.

**Delayed Marketing:** Where the sellers has directed the listing broker to delay the public marketing of their property through IDX and syndication. 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 manner consistent with their seller's choice.

**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:

- a. disclosure about the professional relationship between the Participant and the seller;
- b. 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; and
- c. confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS 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. NAR: 1.3 (Amended 8/25)

**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 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 Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Clear Cooperation.

## ARTICLE 10 – LISTINGS TO BE PUBLISHED

- 10.1 "Published" under the provisions of these Rules and Regulations means as entered into the MLS for cooperation with Participants and its subscribers.
- 10.2 All Exclusive Right to Sell or Exclusive Agency Listings, as defined in Article 9: "Listings to Be Entered" will be published in MLS provided:
- a. That the listing contract or amendment contains language granting authority to be published in the MLS. **NAR RR: Sec 1**
  - b. That the signed contracts by all necessary parties make it possible for the listing broker to cooperate with the other Participants of the MLS.
- 10.3 **Exclusions**
- a. If an exclusion exists of one (1) or more Participants and their agents to show the listing, the listing broker shall notify, in writing, the Participant or Participants being excluded.
  - b. If a buyer exclusion exists, specifics of the exclusion should be written within the listing contract. If this type of listing has an exclusion in excess of five (5) days, it shall be clearly identified with the appropriate co-op prefix (BE Buyer Exclusion).
- 10.4 Exclusive Right to Sell and Exclusive Agency listings will be clearly identified to provide for differentiation between the types of listing contracts in the MLS.
- 10.5 Off MLS Sale (OMS) (previously Sold Before Listed/Sent)
- A property that was closed before it was published to an Active status (has a listing agreement) or if the seller was not represented by a CincyMLS subscriber (buy side only) is permitted to be entered into the MLS but must adhere to the following guidelines. You must select the OMS status for these transactions.
- OMS Properties will not be included in data feeds for IDX or syndication.
- 1/28/2025: For clarification, OMS status listings may not be publicly displayed. These are "Comp Only" listings for internal use.**
- a. The sale must be entered within 30 days of the closing date;
  - b. A copy of the signed settlement statement that identifies the property address, sale price, and settlement/closing date must be uploaded to the listing.
  - c. All required fields must be entered. It is recommended and encouraged to enter as much information as possible for the benefit of all MLS subscribers performing CMAs and appraisals.
  - d. A primary exterior photo of the property must be uploaded to the listing. It is recommended and encouraged to upload additional photos for the benefit of all MLS subscribers performing CMAs and appraisals.
  - e. List Price will be the same as the Sold Price.
- 10.6 A property that had an executed purchase contract before it was published to an Active status, but the property has not closed, there are two options.
- a. Enter the listing in the Pending status within two (2) business days of the accepted purchase

contract.

- b. Enter the listing in OMS status after the property has closed.
  1. The sale must be entered within 30 days of the closing date;
  2. A copy of the signed settlement statement that identifies the property address, sale price, and settlement/closing date must be uploaded to the listing.
  3. All required fields must be entered. It is recommended and encouraged to enter as much information as possible for the benefit of all MLS subscribers performing CMAs and appraisals.
  4. A primary exterior photo of the property must be uploaded to the listing. It is recommended and encouraged to upload additional photos for the benefit of all MLS subscribers performing CMAs and appraisals.
  5. List Price will be the same as the Sold Price.

10.7 If the seller refuses to permit the property to be published in MLS, the listing brokerage must obtain written certification signed by the seller that they do not wish to have the listing published. **NAR RR: Sec 1.3**

10.8 The full gross listing price stated in the listing contract or authorized amendment will be published as the list price unless the property is subject to an auction or online bidding. **NAR RR: Sec 1.7**

#### 10.9 **Listings Not Available for Showings**

Because CincyMLS exists to facilitate cooperation by Participants in the showing and sale of each other's listings, listings entered into the MLS in the **Active** status shall be available for showings and offer submission **immediately\*\***, with the following exceptions:

- a. properties with significant safety/health issues or are condemned. If the property is not available for showings due to significant safety/health issues or is condemned, then
  1. verifiable photos must be provided to MLS Staff upon request,
  2. the condition must be stated in the Agent Remarks, and
  3. photos must be provided to the buyer agents upon request with seller approval.
- b. properties listed through a Court Appointed Private Selling Officer (PSO);
- c. properties listed For Sale by Auction dependent upon the Auction Company's requirements.

Properties that are not immediately available for showings, refuse requested showings, or are blocked out in the showing service on the first day of being Active shall be changed, by the listing brokerage, to the Withdrawn status until it is available for showings. If the listing brokerage does not change the status to Withdrawn, the MLS may do so and assess fines for showing violations.

\*\*If subject to Tenant's Rights, up to 48 hours after Activation is acceptable.

#### 10.10 **Coming Soon**

Listings with a Coming Soon status must have a "Showing Start Date" entered into MLS less than or equal to ten (10) calendar days.

- a. The listing must become Active on the Showing Start Date. If the property is not ready on the Showing Start Date, the property must be moved to Withdrawn in the MLS until it is ready for showings.

- b. The Showing Start Date, once entered, cannot be changed.
- c. Days on Market calculations begin when the listing moves to Active status.
- d. A property address may only be allowed in the Coming Soon status at the initial entry of the listing and only one time with the same owner unless the property has been off-market (Expired or Cancelled) for at least sixty (60) calendar days.
- e. Once a property has been entered in the Coming Soon status, it may not, at any time, be entered in an Active status prior to the initial Showing Start Date.

MLS Participants and subscribers who violate the Coming Soon rules will receive the following penalties:

1. **First Offense** per individual subscriber: \$1,000 fine
2. **Second Offense** per individual subscriber: \$5,000 fine
3. **Third Offense** per individual subscriber: \$10,000 fine and one year suspension

The subscriber may apply for reinstatement after the one-year suspension period.

**Note:** The penalty timeframe resets for an individual subscriber if no violations occur within a 36-month period from the date of the last penalty.

- 10.11 If the seller or buyer requests the sale price of the property not be published in MLS, the listing broker may enter “0” in the sale price field. The listing broker shall inform the seller or buyer that if the sale price is available through public record, MLS will enter the sale price into the MLS at the earliest available time.

**NAR RR: Sec 2.5 Note 1**

- 10.12 Each Participant is entitled to only one (1) publication listing space per address in MLS. For example, for a property that is acreage which also has a house on it, the Participant shall have the option of putting the listing in either the single-family property type or the land property type, but not both. In those cases where a property is listed by more than one (1) broker, there shall only be one (1) listing entered into MLS; there shall be only one agreement submitted to MLS by the primary broker; and the primary broker shall be responsible for compliance.

### Exceptions

- a. **Paper House/Vacant Land:** A property that can be sold as either vacant land or a residential builder proposed house (paper house) is permitted to be published in the MLS twice. Once under the land property type at the price of the vacant land and again under the Residential property type at the combined price of the land and the paper house. Two separate listing agreements are required. If a structure exists on the property (tear down), it **MUST** be disclosed on both listings and both listings must include a photo of the existing structure.
- b. **For Sale and For Lease:** If the listing is “For Sale” and “For Lease,” the property shall be entered into MLS as “For Sale” under the appropriate Form Type and may be entered under the Lease/Rental Form Type. Please see Article 20 for all rules pertaining to this situation.

- 10.13 No company emblem, logo, or company/agent/seller self-promotion (which includes “For Sale/Lease/etc.” or Company/Agent/Seller signage) may be included on any MLS listing.

Marketing materials that are **syndicated from the MLS** to 3rd parties, including websites or MLS prospects/clients, may not include the name, image, or branding of an agent, subscriber, brokerage, or Participant. This includes, but is not limited to, primary or multiple images, virtual tours or videos. The location which hosts the content, like a website or YouTube channels, may not include any agent, subscriber, brokerage, or Participant branding.

- 10.14 No form of agent, broker, or seller promotion, nor any phrases such as “Call Listing Agent, Seller, Listing Office, Builder, etc.” may appear in any free form input field (e.g., directions, marketing remarks, special financing, etc.) unless the field is specially designed for such input (e.g., agent remarks).
- 10.15 No email addresses, web addresses, or phone numbers are permitted in the Marketing Remarks.
- 10.16 Specific 3<sup>rd</sup> party business names are not permitted in Marketing Remarks if not a factual property amenity.
- a. “Would be a good Airbnb property” should be entered as “Would be a good short-term rental property.”
  - b. Viking appliances is acceptable as it is a factual amenity included with the sale.

**10.17 Properties for Sale by Auction at Physical Location**

Auction listings [sold by a licensed Auctioneer and/or Court Ordered Private Selling Officer (PSO)] entered into MLS are subject to the same rules as other listings with the following exceptions:

- a. The listing shall be marked as Auction = Yes;
- b. List price shall be \$0.;
- c. Opening Bid amount is optional.
- d. Any information regarding the date, time, and location of the auction must be entered into marketing remarks.
- e. Showings dependent upon the Auction Company or Court requirements, but must be disclosed in agent remarks or showing service instructions.

**10.18 Properties for Sale by *Online* Auction (not a Physical Location)**

Online Auction listings [sold by a licensed Auctioneer and/or Court Ordered Private Selling Officer (PSO)] entered into MLS are subject to the same rules as other listings with the following exceptions:

- a. The listing shall be marked as Auction = Yes, Type = As Per Contract;
- b. List price shall be \$0.
- c. “Online Auction **Starting** Price Listed” must be the first words in the Marketing Remarks.
- d. Information regarding the start and end date of the online auction must be entered in Marketing Remarks;
- e. Information regarding the website address (URL) of the online auction must be entered in **Agent Remarks only**;
- f. Any Active listing in the MLS with the requirement that an agent or broker must go to an online Auction to offer/bid:
  1. Requires that property must be available for bidding on the online Auction website;
  2. Requires the ability for agents to register their prospective buyers on the Auction website;
  3. And if there is a requirement for a buyer to pay a fee, must disclose the fee amount in the Agent Remarks.
- g. Showings dependent upon the Auction Company or Court requirements, but must be disclosed in agent remarks or showing service instructions.

**10.19 Specific to Court-Appointed PSO Foreclosure Auctions**

- a. PSO Auctions shall be marked Limited Service = Yes;
- b. Showings may not be permitted by court order in some cases. Submission of listings with “No Showings” are only permitted for PSO Auction listings;
  - 1. These listings may be entered into MLS but are not required. Marketing Remarks must state "No Showings - Court Appointed PSO Sale."
  - 2. If not entered, No Entry documentation must be submitted to MLS within ~~three-two~~ (32) business days.
- c. The court order must be uploaded with the listing agreement to the MLS;
- d. The Property Ownership field must be marked PSO;

#### 10.20 Properties for Sale by Online Bidding (not an online Auction by Auctioneer)

Online bidding listings entered into MLS are subject to the same rules as other listings with the following exceptions:

- a. Any listing entered into MLS with reference to an online bidding site shall ONLY be marked as Auction = NO. They are not auction listings;
- b. Any listing entered into MLS with reference to or requirement that an agent or broker must go to another site to enter an offer/bid, and in which the listing brokerage is not involved in the submission, presentation, and/or negotiations between the seller and buyer representative, shall be designated as “Limited Service Listing” = Yes, and their listing contract type shall be entered as an Exclusive Agency listing;
- c. Per state law; any listing entered into MLS that is not being sold by a licensed Auctioneer subscriber but instead is listed with reference to a non-MLS Participant offer/bidding site or where a seller chooses to mimic an offer/bidding process, shall NOT mention or state the word “auction” anywhere on the listing;
- d. “Online Bidding Starting Price Listed” must be the first words in the Marketing Remarks.
- e. Information regarding the start and end date of the online bidding must be entered in Marketing Remarks;
- f. Any reference to the online bidding website (e.g. Auction.com, Homepath.com, etc.) shall only be entered under **Agent Remarks**;
- g. Any Active listing in the MLS with the requirement that an agent or broker must go to a 3<sup>rd</sup> party website to enter an offer/bid, that property must be available for bidding on the 3<sup>rd</sup> party website;
- h. Any listing entered into MLS with the requirement that an agent or broker must go to a 3<sup>rd</sup> party website to enter an offer/bid must provide the ability for agents to register their prospective buyers on that 3<sup>rd</sup> party website;
- i. Any listing entered into MLS with the requirement that an agent or broker must go to a 3<sup>rd</sup> party website to enter an offer/bid, and requires a buyer to pay a fee, must disclose the fee amount in the Agent Remarks.

10.21 If the listing agent, broker, or seller is aware of delays in the ability to provide clear title or transfer of ownership, the delay must be identified in the Agent Remarks.

10.22 Providing incorrect showing instructions may result in a fine as identified in Exhibit A, "Schedule of Fees/Charges."

*NOTE: THIS INCLUDES, BUT IS NOT LIMITED TO, THE WRONG COMBINATION PROVIDED, NO ACCESS AT THE HOME, AND INCORRECT INSTRUCTIONS ON PETS/ALARMS.*

10.23 CincyMLS prohibits the terms concession(s), compensation, commission; and disallow any % or \$ amount when used in reference to concessions, compensation, or commission in any MLS fields (i.e. Marketing Remarks, Agent Remarks, Directions, etc.) or third-party multi-broker software that receives MLS data.

*Note: Using terms that imply concessions, compensation, or commission (i.e. credits, settlement fees, or other synonyms) in the MLS or any downstream product, including uploaded documents and products like ShowingTime, violates the intent of the rule.*

10.24 All comments and remarks in the MLS must remain professional and free of any disparaging, misleading, or inflammatory commentary about property, individuals, organizations, or communities.

## ARTICLE 11 – PHOTOS AND MULTIMEDIA

### 11.1 Primary Image Specific

- a. The Participant is responsible for uploading a primary image into MLS within five (5) business days of the listing entry date. If the Participant is unable to upload an image because the listing is in an inactive status, the Participant shall email a .jpg image file to CincyMLS within five (5) business days for upload. The file name should be the MLS number of the listing. **NAR Pol: C Sec 14**
- b. Listings will be published with an exterior primary image, either aerial or ground-level front-facing, of the actual structure for sale. Images submitted to the MLS shall be an accurate depiction of the subject property. Images may not include any form of company emblem, logo, or company/agent/seller self-promotion, (which includes “For Sale/Lease/etc.” or Company/Agent/Seller signage) and shall not include any digital modifications to the real property or surrounding real property. The name(s) of the business(es) or community associated with the property that is for sale or lease is permitted. **NAR Pol: C Sec 14**
- c. For listings with New Construction = ‘Y’ or for listings in the Under Construction status **only**, renderings, sketches, or actual images of the front exterior from another existing property are not permitted for display **unless** it is the same floor plan and elevation, and the word ‘PROPOSED’ is in a clear and reasonably sized font on the image.
- d. For listings of unimproved land or vacant lots, a sketch image of the actual land for sale or a diagram of the lot with dimensions may be published by the Participant.
- e. If a listing is a multi-unit structure (condo, apartment, etc.), either an aerial or ground-level front-facing image of the structure shall be the primary image.
- f. If the primary image is an aerial image, a ground-level front-facing exterior image of the actual structure for sale must be added as a multiple image.
- g. If the seller expressly directs, in writing, that images of their property not appear in MLS compilations, the primary image shall be replaced by a sketch, rendering, or an MLS filler card. **NAR Pol: C Sec 14**
- h. Listings identified as Under Construction, To Be Built, or “Paper” Houses, may publish an elevation drawing, less any company (builder) name or logo, or artwork filler to be supplied by CincyMLS. A primary image may be supplied by the broker of any property under construction displaying the construction in process (foundation, framing, under roof, etc.). Renderings, sketches, or actual images of rooms from another existing property are not permitted for display unless it is the same

floorplan and elevation, and the word “PROPOSED” is in a clear and reasonably sized font on the image.

- i. For properties marked “Under Renovation”, an accurate architectural rendering of the property may be used as the primary image, so long as 1) a picture of the actual structure, as is, be displayed in the 1<sup>st</sup> position of multiple images, and 2) a statement for clarification be made in the first line of Marketing Remarks, such as “Rendering is for illustration purposes only.” If a rendering is not used, a picture of the actual structure must be entered as the primary image.
- j. Aerial images obtained by drones must abide by the FAA requirements for Commercial Use when obtaining these images.

## 11.2 All Photos and Media

- a. Up to 99 additional images of the subject property, views from the property, amenities of the HOA, or floor plans of the existing structure may be displayed as a multiple image. The name(s) of the business(es) or community associated with the property that is for sale or lease is permitted.
- ~~a.~~b. Images of property submitted to MLS shall be an accurate depiction of the subject property. Images may not include any form of company emblem, logo, or company/agent/seller self-promotion, (which includes “For Sale/Lease/etc.” or Company/Agent/Seller signage) and shall not include any digital modifications to the real property or surrounding property.
- ~~b.~~c. Photos shall not include any verbiage except for the Virtually Staged requirements and proposed images for New and Under Construction.
- ~~c.~~d. For listings of unimproved land or vacant lots, images of the actual property or views from the property may be displayed.
- ~~d.~~e. Listings identified as Under Construction, To Be Built, or “Paper” Houses, may publish actual views from the property, floor plans of the actual structure being built or images of the property under construction displaying the construction in process (foundation, framing, under roof, etc.). Renderings, sketches, or actual images of rooms from another existing property are not permitted unless it is of the same floorplan and the word “PROPOSED” is in a clear and reasonably sized font on the image.

## 11.3 Virtual Staging

- a. Virtual Staging may be used for the **Interior** of a structure **ONLY**.
- b. The image must state the phrase “VIRTUALLY STAGED” in a clear and reasonably sized font on the image.
- c. Virtual Staging may in no way alter the real property or surrounding property, including permanent fixtures, wall colors, carpet, countertops, obstructions to actual views, etc.
- d. Virtual Staging may in no way be used to hide physical defects or negative visual elements in the property. Examples include holes in the wall, exposed wiring, damaged flooring, obstructions to actual views, etc.
- e. Virtual Staging may include personal property items not conveyed with the real property. Permitted personal property modifications include, but are not limited to, furniture, mirrors, artwork, plants, and the like.

## 11.4 Policy on Real Estate Media Modifications

a. The use of media modification software and/or Artificial Intelligence (AI) in real estate photos and videos is only permitted for enhancements such as lighting adjustments, image sharpening, and sky replacements. However, any modifications that alter or misrepresent the property's actual condition or surroundings are strictly prohibited.

b. Prohibited alterations include, but are not limited to:

1. Adding, modifying or removing physical features of the property, such as structural elements, interior layout, permanent fixtures, or defects

2. Adding, modifying or removing landscaping, bodies of water, or other environmental elements, or defects.

3. Concealing or misrepresenting external factors such as neighboring structures, power lines, or roadways.

4. Making any modifications that result in an inaccurate depiction of the property

All media must provide an accurate representation of the property to maintain transparency and consumer trust.

11.5 All media submitted to the MLS must present the property accurately and professionally, free from unnecessary distractions. Photos, videos, and other media may not include:

a. Individuals, including agents, clients, or other persons.

b. Costumes, props, or any other elements that detract from the professional property presentation.

c. Free-roaming pets or animals inside the property or display of dead animals anywhere on or near the property.

d. Confidential or sensitive items such as medications, personal documents, or security-related items.

11.10 Property Photo Descriptions: These free-form data fields shall be limited to informational content regarding the property or the specific image. Any form of self-promotion, web addresses, E-mail addresses, company, or owner names and contact information of any type is strictly prohibited.

11.11 Agent/Appraiser Images: One (1) image of an agent or appraiser may be submitted to MLS or uploaded into the MLS by the Participant. The image shall be of the identified agent only and shall not include any other background media, publicity, persons, or things. Any reference to teams or resume items may be mentioned in the photo description of the agent or appraiser. The photo description area shall contain text content only and shall not display any form of special programming (E.g. HTML special effects).

#### 11.12 Copyright

When the Participant submits images to the MLS, the Participant is representing that the Participant, and/or its licensees is either the owner of the images or have the right to authorize, and is authorizing the MLS to copy, publish, and distribute the image(s) anywhere the MLS data is intended to appear. With this authorization, the Participant and its licensees agree that all images are properly licensed to the MLS. Further, Participant and its licensees agree that listing data entered into the MLS is licensed to the MLS. Be aware that images supplied by a 3<sup>rd</sup> party may be owned by such 3<sup>rd</sup> party, and approval from such 3<sup>rd</sup> party may be necessary before submitting such images to the MLS. The broker hereby indemnifies and holds harmless the MLS for any claims arising out of its use of images submitted to it by a Participant, including reasonable attorney fees.

Images submitted to MLS that are not owned by the MLS Participant or its licensees, or where the express written consent for their use has not been acquired, are considered to be in violation of the MLS rules. Such images may be removed by the MLS without prior notice, and the listing broker shall be subject to a fine for each listing in violation. If necessary, upon further review by the MLS leadership, other punitive actions may be issued for such violations. (See Exhibit A)

- 11.13 MLS Staff shall have the right to modify or remove any image to make it compliant with these guidelines.
- 11.14 Violations are subject to Article 32, Enforcement, of the MLS Rules.
- 11.15 Aerial images obtained by drones must abide by the FAA requirements for Commercial Use when obtaining these images.

## **ARTICLE 12 – ~~LISTING BROKER'S~~ RESPONSIBILITIES**

12.1 Each listing broker shall procure the signatures of owner(s) of record or legal entity authorized to sell the property to make the listing contract legal and binding.

### **12.2 Listing Data Accuracy and Integrity**

- a. Listing agreements and amendments to the listing agreement uploaded to the MLS shall be complete and true in every detail. Incomplete or inaccurate listing agreements or amendments shall be returned to the listing brokerage for corrections. The listing brokerage shall upload the corrected documents within one (1) business day of the brokerage being notified. The listing brokerage shall pay an administrative charge, as stated in Exhibit A, "Schedule of Fees and Charges," for each incomplete or inaccurate listing agreement or amendment uploaded to the MLS. **NAR RR: Sec 1.2**
- b. Listing data and photos entered into the MLS shall be complete and true in every detail. Inaccurate information may be researched and potentially corrected by the MLS. Any information modified by MLS, then re-entered inaccurately by the listing broker is subject to Article 32, Enforcement, of the MLS Rules. Participants and subscribers are required to submit accurate listing data and required to correct any known errors. **NAR RR: Sec 1.2.0 and 1.2.1**

Note: If data or information is updated by MLS staff, and is re-entered inaccurately by the listing broker, that occurrence shall be treated as a new, fineable violation.

- c. The listing broker, prior to entering a new listing into MLS, is responsible for verifying that the property is not currently listed in MLS under an Active, Pending, Coming Soon, or Withdrawn status. If the property is listed under an Active, Pending, Coming Soon, or Withdrawn status, the property may not be entered until such time the other status is made inactive (expired or canceled).
- d. For discrepancies on who has the legal authority to list the property, the Participants and/or Brokers shall work together, or with their legal counsel, to determine who has the legal and binding listing contract. The property may be withdrawn until there is resolution on who has the legally binding listing contract.
- e. 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. **NAR RR: Sec 1**
- f. The Exclusive Agency listing also authorizes the listing broker, as an exclusive agent, to cooperate with other brokers in the sale of the property, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive Agency listings and Exclusive Right to Sell listings with named prospects exempted should be clearly distinguished by a simple designation (EA or BE) from Exclusive Right to Sell listings with no named prospects exempted (ER) since they can

present special risks of procuring cause controversies and administrative problems not posed by Exclusive Right to Sell listings with no named prospect exempted. Care should be exercised to ensure that the correct code is used to denote Exclusive Agency (EA) and Exclusive Right to Sell listings with prospect reservations (BE).

- 12.3 Each listing broker shall review their published listings to verify their accuracy. Periodically thereafter, listings should be reviewed by the listing broker to determine that the listing data is current. MLS's liability is limited to correcting listings when errors are brought to its attention.
- 12.4 If a subscriber is not responsive, then their broker/manager shall intervene to resolve the situation.
- 12.5 If a property has one or more "for sale" signs on the real estate, at least one sign must be of the primary listing participant broker. **NAR RR: Sec 4.1**
- 12.6 "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. **NAR RR: Sec 4.2**
- 12.7 **Coming Soon Signage**  
A broker may place a sign at the property during the Coming Soon period [for up to ten (10) calendar days] ONLY if it is entered in the MLS in the Coming Soon status. The sign must prominently display "Coming Soon." The Coming Soon rider must be removed once the property has entered the Active status.
- 12.8 **Coming Soon Advertising**  
With Broker approval, advertising of individual listings may be allowed on public-facing media only if the listing is entered in the MLS under the Coming Soon status. "**Coming Soon. No Showings until \_\_\_\_\_** (enter start showing date)." **must** be included in any public-facing media advertising in a prominent location.
- 12.9 Participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients unless the participant or subscriber will receive no financial compensation from any source for those services. **NAR Statement 8.4**
- 12.10 A Participant, its subscribers, administrators, vendors, or employees shall not advertise or alter any information regarding a listing of any property that is not listed for sale, lease, or exchange with their brokerage, unless they have first secured written permission of the owner or owners' authorized agent and fully discloses in the advertisement the name of the listing brokerage, in the same or larger size type as used to describe the property. For purposes of this division, the term alter shall not include limiting informational parts of a listing, provided such limitation, the information is not inaccurate or misleading. **ODRE: advertising rule, OAC 1301:5-1-02(G).**

#### **12.11 Agency Agreement Requirements**

In accordance with Ohio House Bill 466 and CincyMLS policy, the following rules apply to all residential real estate activity, including data entry, promotion, and the use of MLS tools, systems, and services.

##### **a. Written Agreement Required to Market or Advertise Property**

Advertising, promoting, or disseminating information about a residential property is strictly prohibited unless the participant or subscriber has a valid, executed written listing agreement with the seller or legal property representative. This includes any activity intended to attract interest from potential buyers, regardless of whether the property address is disclosed.

Note: Claims such as "I'm helping a friend sell it," or "It's not my listing" will not excuse marketing activity. Any property promoted or presented for sale must have a valid listing agreement on file.

**b. Written Agreement Required Before Showing Property**

Subscribers may not schedule, coordinate, or conduct a showing of a residential property on behalf of a seller unless a valid written listing agreement is in place. This applies whether the showing is in person or virtual.

**c. Buyer Agency Agreement Required Before Certain MLS Activity**

Subscribers representing buyers must have a signed written buyer agency agreement:

1. Before submitting an offer to purchase or lease residential property on behalf of the buyer (lease term of 18 months or longer), and
2. Before conducting a showing for NAR members as required by the NAR settlement.

Members found to have toured properties or submitted offers without a written buyer agreement in place may be subject to a fine and further review.

**Clarification:** All REALTORS® must comply with the additional NAR-mandated requirement that written buyer agency agreements are signed prior to touring properties.

**d. Required Documentation Upon Request**

The MLS may request a copy of the signed listing or buyer agency agreement in response to:

1. A complaint
2. A compliance audit

**Failure to produce documentation within the timeframe requested will be treated as a violation.**

**e. Fine Structure and Enforcement**

Violations of this section may result in fines starting at \$1,000 per occurrence, consistent with the MLS Clear Cooperation Policy. Repeat violations may result in progressive discipline, including suspension of MLS access and referral to the Ohio Division of Real Estate for further investigation.

**ARTICLE 13 – LISTING MAINTENANCE**

13.1 All listing changes identified below must be made, and any required documentation uploaded to the MLS, within two (2) business days of the signed document or action.

- a. Any change to the original Exclusive Right to Sell or Exclusive Agency Agreement shall be made only when authorized ***in writing by the seller*** (Amendment to Exclusive Right to Sell Agreement form may be used). Seller's and agent's signatures are required.
- b. **Price Changes:** Any list price modification made will require a price change form signed by the seller or an email directly from the owner(s) of record to the listing agent stating the address of the property and the exact new price.

If a price change error is made, contact the MLS within one (1) business day to fix the error and remove price change indicators and history.

- c. **Expired Status and Date:** Any listing submitted to the MLS will automatically change to the Expired status on the Expiration Date unless the listing brokerage obtains written authorization to extend the expiration date. The extension shall be updated in the MLS and the written authorization, signed by the seller, shall be uploaded to the MLS ***before*** it reaches its current expiration date.
- d. **Expiration Date Changes:** Amendment forms submitted to extend the expiration date of a listing agreement shall bear a definite and final termination date (Month/Day/Year) as negotiated

between the listing broker and the seller. **NAR RR: Sec 1.4**

For those listings that have expired in the system, only the MLS staff can bring the listing back on the market or any other status. In cases where a notice of renewal or extension is ***dated and signed prior to the expiration date*** of the listing, the expired listing is permitted to be brought back on the market or changed to another status within a maximum of three (3) business days, but only with the necessary paperwork signed by both the seller and brokerage.

- g. **Withdrawn:** Failure of the listing broker to make a correct status change from Withdrawn to either a canceled or expired status: 1) prior to re-entry of the listing, or 2) actual contract termination with the seller, shall result in an administrative charge. **NAR RR: Sec 1.5**
- h. **Cancellation of Exclusive Right to Sell Agreement:** The Cancellation form must be signed by the Seller and the Broker/Office manager of record for that office.

**Note:** *Sellers do not have the unilateral right to require an MLS to cancel a listing without the broker's concurrence. However, when a seller(s) can document that their exclusive relationship with the listing broker has been terminated, the MLS may cancel the listing at the request of the Seller.*  
**NAR RR: Sec 1.5**

- i. **Lease/Purchase:** a Lease/Purchase Contract has been accepted by the sellers (Lease/Purchase). Excluded from this requirement shall be those listings where a Contract to Purchase has been accepted by the buyers and sellers as a "Sale Without Notice" (Sudden Death). This type of sale may remain in "Active Status." Each of the required notices shall be reported in the MLS.
- j. **Pending:** The status of a listing must be changed to the Pending status under the following conditions:
  - 1. A purchase agreement has been signed and dated by all parties to the transaction. Once signed by and delivered to the parties, the listing broker shall report the listing as Pending.
  - 2. The seller has indicated that an offer has been accepted and is no longer accepting offers or bids and is not allowing the property to be shown to other prospective buyers.
  - 3. **Exception:** Sale without Notice (Sudden Death): an exception from this requirement is when a purchase contract that was executed with the "Sale Without Notice" (Sudden Death). This type of sale may remain in "Active Status." The MLS pending date of a property with a Sudden Death Contingency shall be the date the contingency is removed, not the original acceptance date. The listing broker shall report to the MLS within twenty-four (24) hours that the contingency has been fulfilled, renewed, or the agreement canceled. **NAR Sec 2.6**
  - 4. **Short Sale:** The MLS considers the lender's involvement to be a contingency for 3<sup>rd</sup> party approval. The lender is not a direct party to the legally binding purchase agreement; thus the listing is under contract and shall be updated to the Pending status in MLS.
    - i. If the MLS Short Sale Addendum is used and signed by both Seller and Buyer, the property can remain in "Active" status, due to language contained in the addendum; otherwise, the listing status shall be changed to Pending.
    - ii. The original accepted contract date, between a buyer and seller, shall be used as the pending date when the MLS Short Sale Proposal Addendum has been executed.
    - iii. **Note:** It is the responsibility of the Listing Broker to update the status of the listing. Even though the 3<sup>rd</sup> Party (lender) may instruct the listing broker to keep the listing as "Active" in MLS, unless the Short Sale Addendum is signed, the listing broker is

obligated to abide by the rules of the MLS regarding the reporting of a status change.

5. **Pending Descriptions:** Once the listing is placed in the Pending status, one of the following descriptions may be selected:

Set to Close	Inspections Complete	Accepting Backup Offers
Inspection Contingency	Contingency Pending	24-Hour Notice
No Inspections	1 <sup>st</sup> Right of Refusal	Other

6. **Limited Service:** If negotiations were carried on under the following circumstances, the cooperating broker shall report accepted offers and /or closings to the listing broker within two (2) business days after the occurrence, and the listing broker shall report them to the MLS within (2) business days after receiving notice from the cooperating broker. (Note: the cooperative broker is subject to administrative fees for lack of timely performance.) **NAR RR: Sec 2.5**

- i. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly; or
- ii. 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;

Note: The listing contract of a property filed with MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. **NAR RR: Sec 2.5 Note 1 NAR RR: Sec 4**

7. **Land contracts** shall be entered into the Pending status upon initial purchase contract acceptance. Upon execution/closing of the Land Contract document, the status shall be changed to Sold with Type of Financing = Land Contract. Land Contracts should not stay in the Pending status during the contract term period.

### 13.2 **Sold/Closed**

The status must be changed to Sold in the MLS by the listing brokerage within seven (7) business days after the closing has occurred. The listing brokerage is responsible for recording the correct selling information.

### 13.3 **Corporate, Lender Owned, Government, and PSO listings ONLY**

- a. If there is a signed agreement granting authority for the Broker to make changes to listings, the amendment for changes may be signed by the listing brokerage, the name of the entity placed on the Seller line, and the words "On File" in place of the seller's signature. The MLS has the right to request and verify the agreement granting the authority.

### 13.4 **Retention of Listing Data and Photos in MLS**

- a. For listings that are *Active, Pending, Under Construction, Coming Soon, or Withdrawn*, the listing data, primary images, and multiple images shall remain in the MLS database indefinitely.
- b. For listings that are *Leased, Expired, or Canceled*, the listing data shall remain in the MLS indefinitely; the primary image shall remain indefinitely; the multiple images shall be purged after one (1) year.

- c. For listings that are *Sold/Closed*, the listing data shall remain in the MLS indefinitely; the primary image shall remain indefinitely; the multiple images shall be purged after five (5) years.
- d. Attached documents shall be purged from a listing one (1) year after the listing reaches its final status (leased, expired, canceled, sold).

The retention of listings is subject to change by the MLS Committee and/or BOD.

- 13.5 If a timeframe to present offers to the seller on a particular date and time is entered in the MLS, it must be disclosed in the Marketing Remarks. All agents and consumers must be aware the seller has the right to accept an offer at any time prior to that date, regardless of any agreement between the seller and their agent. Enter this in the Marketing Remarks: "All submitted contracts will be reviewed on <Day/Date>. The seller may accept an offer any time prior to <Day/Date>."
- 13.6 Listings utilizing the Under Construction status must be changed to Active no later than the issuance of the Certificate of Occupancy.

#### **ARTICLE 14 – SHOWINGS**

- 14.1 Approval must be obtained from the listing brokerage or seller before accessing, showing, or entering the real estate.
- 14.2 Any non-subscriber (client, vendor, etc.) must be accompanied by an approved subscriber who has been granted approval to access the property unless written authorization is obtained from the listing brokerage or seller, in advance, to permit the non-subscriber to access the property without the subscriber present.  
**NAR RR: Sec 2**
- 14.3 All appointments for showings and all negotiations with the seller for the purchase of listed property input in the MLS shall be conducted through the listing broker except under the following circumstances:
  - a. the listing broker gives cooperating brokers (acting either through subagency, buyer agency, or both) specific authority to show and/or negotiate directly with the seller, so stated in the "Agent Remarks",
  - b. unless the seller has stipulated otherwise in writing in the listing contract and such stipulation also appears in the listing information. **NAR RR: Sec 2**
- 14.4 Failure to make appointments to show through the listing broker or contacting the seller directly for any reason shall be subject to actions taken by the Operations Committee under Article 32, "Enforcement."
- 14.5 Subscribers shall not allow showings of listings in the Coming Soon status.
- 14.6 Properties that are not available for more than three (3) consecutive calendar days shall be moved from the Active status to Withdrawn until showings resume.
- 14.7 If the property is subject to tenant rights, the 24-48 hour showing notification does not apply when there are multiple all-day restrictions (e.g. No showings Sunday – Friday).
- 14.8 For tenant-occupied properties in Coming Soon, the 24-48 hour tenant rights notification does not apply. The Coming Soon period serves as sufficient notice to both the seller and the tenant.

#### **ARTICLE 15 - NEGOTIATE AND PRESENT OFFERS ON A COOPERATING BROKER'S LISTING**

- 15.1 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 they secure to purchase or lease. The cooperating broker does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the

cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.  
**NAR RR: Sec 2.3**

- 15.2 The listing broker or their representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. The listing broker does 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. **NAR RR: Sec 2.4**
- 15.3 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, written affirmation stating that the offer has been submitted to the seller, or the written notification that the seller has waived the obligation to have the offer presented. **NAR RR: Sec 2.3**
- 15.4 Subscribers shall only present offers on a listing in the Coming Soon status to the seller after the listing has moved to the Active status.

#### **ARTICLE 16 – AGENCY DISCLOSURE AND CO-OP SALES**

- 16.1 The cooperating broker's agent should provide the Ohio Real Estate Commission's Agency Disclosure Statement to the prospective buyer as soon as practical, but in no event later than the preparation or submission of the offer to purchase. The Agency Disclosure Statement, signed and dated by the buyer, should be presented to the listing broker at the time of delivery of an offer to purchase. The seller's exclusive agent should provide a copy of the Agency Disclosure Statement to the seller prior to the presentation of an offer to purchase. If the seller is not represented by an agent, the agent preparing and submitting the offer should provide a copy of the Agency Disclosure Statement directly to the seller prior to the presentation of the offer.
- 16.2 In a cooperative sale, the cooperating broker is not the agent for the buyer, unless a buyer broker contractual agreement or executed Agency Disclosure is in place. Payment of commission does not create agency.
- 16.3 A cooperating broker shall present all offers, covering all details requested by the prospective buyer, in writing with the earnest money, if any, and an Agency Disclosure Statement, to the listing broker. If the cooperating broker contacts or attempts to negotiate with the seller directly, for any reason the cooperating broker is subject to actions taken by the Operations Committee under Article 32, "Enforcement" if the listing broker files a written complaint.
- 16.4 The listing broker must make arrangements to present offers as soon as possible. **NAR RR: Sec 2.**
1. If the listing broker indicates they will present offers to the seller on a particular date and time, it must be disclosed in the Marketing Remarks and they must have a disclosure signed by the seller. All agents and consumers must be aware the seller has the right to accept an offer at any time prior to that date, regardless of any agreement between the seller and their agent. Enter this in the Marketing Remarks: "All submitted contracts will be reviewed on <Day/Date>. The seller may accept an offer any time prior to <Day/Date>."
- 16.5 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

should recommend that the seller(s) obtain the advice of legal counsel prior to acceptance of the subsequent offer. **NAR RR: Sec 2.2**

- 16.6 When the seller rejects an offer, the listing broker shall endeavor to have the seller write thereon: "rejected," the date rejected, and their initials so that the prospective buyers will know that their offer was presented to the seller.

### **ARTICLE 17 – COOPERATION AND COMPENSATION**

- 17.1 The MLS must not accept listings containing an offer of compensation in the MLS to other MLS Participants and Subscribers. Further, the MLS may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and will result in the termination of that Participant's access to an MLS data and data feeds.

The MLS must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in their 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 and buyer brokers).

**NAR POL: G Sec 5 NAR RR: Sec 5**

#### **Previous 17.2 Deleted**

- 17.2 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 listings service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. **NAR RR: Sec 1.9**

- 17.3 General invitations by listing brokers to other Participants to discuss terms and conditions of possible cooperative relationships (e.g., "Call" listing broker) or other descriptive entries (e.g., variable, fee, negotiable, etc.) shall not be accepted in MLS. See 21.2

- 17.4 Participants may, but are not required to, disclose **potential** short sales to other participants and subscribers. Short sales are defined as a transaction where the 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. **NAR RR: Sec 5.0.1**

#### **17.5 Participant With any Ownership Interest in a Property**

If a participant or any licensee 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 MLS and such information shall be disseminated to all MLS participants in the Marketing Remarks. **NAR RR: Sec 5.1**

Note: Since it is a requirement by law and by the Code of Ethics to disclose such information, entry of such disclosure into the Marketing remarks is required.

#### **17.6 Participant as a Purchaser**

If a participant or any licensee 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. **NAR RR: Sec 5.2**

- 17.7 The MLS prohibits 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). **NAR Pol 8.11**
- 17.8 **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 a part of any listing agreement, buyer written agreement, and pre-closing documents (if any).
  2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. **NAR Pol 8.12;**
- 17.9 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:
1. 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,
  2. the amount of compensation in a manner that is objectively ascertainable and not open-ended,
  3. 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
  4. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. **NAR Pol 8.13**

MLS Participants and subscribers who violate the Buyer Agreement rules will receive the following penalties:

1. **First Offense** per individual subscriber: \$1,000 fine
2. **Second Offense** per individual subscriber: \$5,000 fine
3. **Third Offense** per individual subscriber: \$10,000 fine and one year suspension

The subscriber may apply for reinstatement after the one-year suspension period.

**Note:** The penalty timeframe resets for an individual subscriber if no violations occur within a 36-month period from the date of the last penalty.

- 17.10 Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.
- 17.11 MLS Participants and subscribers who violate the Compensation rules will receive the following penalties:
- a. **First Offense** per individual subscriber: \$1,000 fine
  - b. **Second Offense** per individual subscriber: \$5,000 fine
  - c. **Third Offense** per individual subscriber: \$10,000 fine and one year suspension

The subscriber may apply for reinstatement after the one-year suspension period.

**Note:** The penalty timeframe resets for an individual subscriber if no violations occur within a 36-month

period from the date of the last penalty.

**17.12 Compensation Notice:**

1. A broker's compensation and fees for services are not set by law and are fully negotiable.
2. A broker's compensation for services rendered to a seller or services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.

17.24 CincyMLS prohibits the terms concession(s), compensation, commission; and disallow any % or \$ amount reference of concessions, compensation, or commission in any MLS fields (i.e. Marketing Remarks, Agent Remarks, Directions, etc.) or third-party multi-broker software that receives MLS data.

**ARTICLE 18 – BROKER RECIPROCITY (BR) OR (IDX)**

**SEE APPENDIX A**

**ARTICLE 19 – VIRTUAL OFFICE WEBSITE (VOW) RULES**

**SEE APPENDIX B**

**ARTICLE 20 – LEASE/RENTAL LISTINGS**

**Definitions:**

**Lease/Rental:** -an agreement allowing a tenant to occupy a property in exchange for rent for a defined period of time, with no right or expectation to purchase the property. Key point: The tenant is only renting. Buying is not part of the agreement.

~~Only properties where the owner/signatory of the listing contract does not intend to transfer one or more of the following: deed/ownership/title. A sale may not appear on the listing.~~

**Lease/Option:** (aka Lease with Option to Buy): a lease combined with a separate agreement that gives the tenant the right, but not the obligation, to purchase the property within a specified time. Key point: The tenant can choose to buy, but is not required to do so.

**For Sale Only:** Intent for the property to be sold and transfer one or more of the following: deed/ownership/title; or lease-purchased with no reference to the word 'option.' An offering price must be used and no rent or lease amount may be offered. A purchase contract shall be signed and the property legally able to eventually be marked SOLD.

**Lease/Purchase:** a lease combined with a binding agreement that requires the tenant to purchase the property at the end of the lease term. Key point: The tenant must buy the property; failure to do so may result in default.

~~(Lease with Option to Buy): Considered a Lease/rental property; not a for sale property. If the buyer has the option not to purchase or must exercise the option to purchase then this would be considered a lease.~~

**Land Contract:** a seller-financed sale where the buyer takes possession and makes payments directly to the seller over time. The seller retains legal title until the buyer completes the required payments, but the buyer holds equitable ownership from the start. Key point: This is a sale with delayed deed transfer, not a lease.

~~**Land Installment Contract:** Considered a property for sale; therefore this property shall be recognized as a for sale property.~~

**Test to qualify the property listing type:** (for sale or for lease): Will a deed/title/ownership be transferred?

- 20.1 The Lease/Rental Form Type shall be limited to Single Family, Condos, Mini Farms, 2-4 Family, and 5+ unit properties only. The entry of any Rental/Lease property into MLS is not a requirement; thus, the listing broker may decide if they wish to enter the Lease/rental property into the MLS or not.
- 20.2 Lease/Rental listings (hereinafter noted as "Rental listings") shall only be entered under the Rental/Lease property type. If the listing is "For Sale" and "For Lease," the property shall be entered into MLS as "For Sale" under the appropriate Form Type and may, at the listing broker's option, be entered under the Rental/Lease Form Type.
- 20.3 ~~Lease/Option~~, Rent to Own, and Lease/Purchase are not options under Lease/Rental and shall pertain to listings For Sale only.
- 20.4 Only an Exclusive Right to Lease contract shall be accepted for the entry of the listing into MLS. For an Exclusive Right to Lease contract to be accepted for entry of the listing into MLS, a clause granting such authority must be included in the Exclusive Right to Lease contract. At no time shall an Exclusive Right to Sell or Exclusive Agency Agreement be accepted for entry of a Rental/Lease listing. When a single property is being entered "For Sale" and "For Lease," an Exclusive Right to Sell or Exclusive Agency contract shall be used for the "For Sale" listing and an Exclusive Right to Lease contract shall be used for the "For Lease" listing.
- 20.5 A single property shall be entered into MLS as "For Sale" under the Form Types of RES or MULTI under one Listing Broker. At the same time, the same property may be entered "For Rent or Lease" under the Rental/Lease Form Type by a different Listing Broker. Two separate agreements are required. If a broker/licensee with a possible purchaser contacts an owner who currently has the real estate "for lease" with another broker, such contact is not considered interference with an exclusive agency representation agreement.
- 20.6 For each individual unit for lease (4 units in a 4-family building or 5 units in a 12-unit building); each unit shall be entered into MLS individually, each receiving their own MLS #.
- 20.7 Lease listings shall be entered into MLS in their correct, physical location. MLS Rules shall apply to Rental listings unless otherwise stated and addressed in Article 20, Lease/Rental Property.
- 20.8 On a For Sale listing, a reference to an MLS # of a Rental listing that belongs to the same listing broker may be entered into the marketing or agent remarks, but no additional terms regarding the lease or lease amount, term may appear on the For Sale listing. This information may only be entered and appear on a rental listing. The opposite may also not occur. For Sale information may only appear on the For Sale listing.
- 20.9 A violation of advertising or license law may occur if the listing broker for a For Sale listing references the MLS # or address of a For Rental/Lease listing of another broker in the marketing or agent remarks without that broker's written consent.
- 20.10 A monthly lease amount (~~annual or monthly~~) shall be entered into MLS. At no time shall a "0" be entered.
- 20.11 The statuses of Active, Cancelled, Expired, Withdrawn, and Leased shall be used for Lease/Rental listings. At no time shall a Lease/Rental listing be entered into an Pending or Sold status. When a Lease/Rental listing is rented or leased, the status of the listing shall be changed to Leased.
- 20.12 If a property is entered into MLS as a For Sale listing and a Lease/Rental listing and the property is rented or sold, the following may occur:
- a. If rented or leased, the Lease/Rental listing shall be entered into the Leased status and the For Sale listing may remain For Sale until the listing expires, is canceled, or moved to Withdrawn;
  - b. If a purchase contract is accepted, the For Sale listing shall be entered into the Pending status. The

Rental listing shall be **changed to Withdrawn while the For Sale listing is Pending and then** canceled when the property has closed.

- c. Land contracts shall be entered into the Pending status upon initial purchase contract acceptance. Upon execution of the final Land Contract document, the status shall be changed to Sold with Type of Financing = Land Contract. Land Contracts should not stay in the Pending status during the contract term period.
- d. Lease/Purchase contracts shall be entered into the Leased status upon initial agreement until such time the deed transfers. At that time, the listing status shall be changed to Sold. Lease/Purchase contracts should not stay in the Pending status during the contract term period.
- e. If the property is sold, but the listing broker is instructed to keep the listing active under the Lease/Rental Form type, the Listing broker shall cancel the current Lease/Rental listing and shall re-enter the property as a new listing, which requires a new Exclusive Right to Lease agreement signed by the new owners.
- f. Each property entered under the Lease/Rental Form Type shall only be permitted one listing under either the active or Withdrawn status at a time. For multiple-unit properties, where the units may be leased individually, each unit shall only be permitted one listing under either the active or withdrawn status at a time.

20.13 Any lease price modification made will require a price change form signed by the seller or an email directly from the owner(s) of record to the listing agent stating the address of the property and the exact new price.

20.14 Rented before listed: A property that is rented before listed may be entered into the MLS under the same rules (Article 10) for Off MLS Sale property.

20.15 An owner shall not, unknowingly, be forced to pay two commissions; one to the selling broker and one to the renting broker, if the property either sells or is rented. This is a Code of Ethics issue per the following *STANDARD OF PRACTICE 16-14: REALTORS® 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. (1/98)*

20.16 A licensee shall not advertise or alter any information regarding a listing of any property, that is not listed for sale, lease, or exchange with the licensee's brokerage, unless the licensee has first secured written permission of the owner or owners' authorized agent and fully discloses in the advertisement the name of the listing brokerage, in the same or larger size type as used to describe the property. For purposes of this division, the term alter shall not include limiting informational parts of a listing, provided such limitation, the information is not inaccurate or misleading. **ODRE: advertising rule, OAC 1301:5-1-02(G)**

#### **ARTICLE 21 – SHAREHOLDER**

21.1 The sole shareholder of the stock of the corporation known as the Multiple Listing Service of Greater Cincinnati shall be the corporation known as the REALTOR® Alliance of Greater Cincinnati.

#### **ARTICLE 22 – FISCAL AND ELECTIVE YEAR**

22.1 The fiscal and elective year of MLS shall be a calendar year. **NAR BL: Art 9 and RAGC Constitution 14.1.1**

22.2 An audit by a certified public accountant shall be made following the end of each fiscal year and delivered to the BOD. **RAGC Constitution 14.1.3**

#### **ARTICLE 23 – MEETINGS**

### 23.1 **Annual Shareholder Meeting**

The annual meeting of the shareholder shall be held prior to the close of each fiscal (calendar) year at the principal office of the corporation or at such other place as may be designated in the notice of the meeting.

### 23.2 **Board of Directors**

The BOD shall meet at regular intervals or as often as may be ordered by the President or as determined by the BOD. Notice of meetings shall be given at least three (3) days in advance of the meeting. A majority of the Directors eligible to vote shall constitute a quorum. Meetings may be held without required notice if two-thirds (2/3) of the BOD then in office are present.

### 23.3 **Special Meetings**

Special meetings may be called by the President and must be called by the President at the request of any five (5) Directors or written request of 10% or more of the MLS Participants. Written notice stating the date, time, location, and purpose of the meeting shall be delivered to all Participants in the service not less than 5 days prior to said meeting. NAR BL: Art 7.1 and RAGC Constitution 12.3.2

### 23.4 **Quorum and Voting at Meetings**

The attendees present either in person or by the use of electronic communications at any meeting described in Article 23, shall constitute a quorum at any business meeting. A majority vote by such participants present and voting at a meeting attended by a quorum shall be required for the passage of motions. NAR BL: Art 7.2 and RAGC Constitution 12.4

### 23.5 **Presiding Officer**

In the absence of all Association Officers at any meeting, the BOD present shall elect one of their Directors to preside. NAR BL: Art 7.4 and RAGC Constitution 12.1.2

### 23.6 **Proxy**

Vote by proxy shall not be permitted.

### 23.7 **Electronic Transaction of Business**

To the fullest extent permitted by law, the BOD or membership may conduct business by electronic means.

### 23.8 **Actions in Writing**

Any action that may be authorized or taken at a meeting of the Members or the Directors may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Directors who would be entitled to notice of a meeting for such purpose or, in the case of Members, a majority of the Members entitled to notice of a meeting held for such purpose. Any such writing shall be filed with or entered upon the records of the Association. Any transmission by authorized electronic communications that contains an affirmative vote or approval of a matter is a signed writing for purposes of this Section 24.

## **ARTICLE 24 – GOVERNMENT**

- 24.1 The government of MLS shall be vested in a Board of Directors (BOD) comprised of the elected officers and directors nominated and elected as described in this article. The BOD shall be the governing body of the MLS and shall have control of all affairs including establishment of fees, Rules and Regulations, operating policies, procedures, and systems which are subject to approval by the BOD of the REALTOR® Alliance of Greater Cincinnati, the shareholder. The BOD shall have sole authority over all finances of the MLS. They

may invest funds thereof, at such time and in such investments as they deem proper, or they may hire outside professional assistance for money-management purposes. The BOD shall, prior to the end of each fiscal year, prepare a budget reflecting projected costs and expenses of the service for the next fiscal year, and indicating projected income from all sources. **NAR BL: Art 6.5.4 and RAGC Constitution 20.3**

24.2 The BOD shall consist of:

- a. Sixteen (16) members
- b. Twelve (12) REALTOR® Members, including the officers, shall be nominated and elected in the manner prescribed in Article 25.
- b. The immediate Past President.
- c. Three non-voting seats from the following categories; Affiliate; diversity, equity, and inclusion; young professionals.
- d. The BOD can add temporary seats to the BOD for a definite period of time in conjunction with an approved merger with another REALTOR® Association.

**NAR BL: Art 6.2 and RAGC Constitution 11.2.1**

24.3 **Officers**

- a. The officers of the MLS shall be a President, a President-elect, a Treasurer, a Chief Executive Officer who shall also serve as the Corporate Secretary, and any others as may be deemed advisable by the BOD. The duties of the officers shall be such as their titles, by general usage, would indicate and such as may be assigned to them by the BOD and such as are required by law. **NAR BL: Art 6.1 and RAGC Constitution 11.4.1**
- b. The President shall be the presiding officer at all meetings. **RAGC Constitution 11.4.2**
- c. The President-elect, then the Treasurer, shall, in the absence of the President, exercise the powers and duties. In the event of the death, resignation, or inability of the President to serve, the President-elect shall assume that office to complete the unexpired term and thereafter serve the full term. **RAGC Constitution 11.4.3**
- d. Chief Executive Officer
  1. The BOD may employ and prescribe the function and authority of a Chief Executive Officer (CEO), which shall include the right to appoint and remove all MLS staff. The CEO shall have such duties as are set forth in the Bylaws and the governing policies of the shareholder and MLS and as may be assigned by the BOD from time to time. The CEO shall report to the BOD and serve as the chief executive officer of the MLS and shall attend all meetings of the BOD. **RAGC Constitution**

**ARTICLE 25 – NOMINATION, ELECTION, AND REMOVAL OF OFFICERS AND BOARD OF DIRECTORS**

25.1 **Nominations**

- a. The BOD, at a regular meeting, shall establish a date whereby all ballots for the election of the Directors will be tabulated, such date to be called the “Election Date.”
- b. At least ninety (90) days prior to the Election Date, a five REALTOR® Member Nominating Committee shall be appointed by the President, subject to approval by the BOD. The second Immediate Past President shall serve as Chair of the Committee. The Immediate Past President shall serve as Vice Chair. Additionally said Committee shall be composed of three additional current or

past MLS Directors who shall be REALTOR® Members in good standing. All meeting material and communication will be confidential.

- c. It shall be the duty of the Nominating Committee to review the applications for each expiring Directorship, normally four directors each year, to ensure they meet the qualifications as outlined below.
- d. Candidates for Director must meet the two (2) following qualifications:
  - 1. Member of a participating Association in Good Standing for the immediate past three (3) years; and
  - 2. Three years of proven participation as a member of a committee, task force/workgroup, or advisory group of an Association or MLS by the time the director position is assumed.
- e. The Nominating Committee shall nominate up to ten (10) REALTOR® Members to fill directorships expiring in that calendar year. In no event shall the Nominating Committee nominate fewer than the number of expiring Directorships in that year plus one.
- f. Specified committees, annually, shall nominate one (1) person from each of the following categories: Affiliate; diversity, equity, and inclusion; and young professionals with approval by the BOD that will serve for a term of one (1) year. Appointed positions may have consecutive appointments, with a maximum of three (3) consecutive terms.
- g. The BOD of an association of REALTORS® merged with the Association after the director election will have a one-time authorization, prior to the finalization of the merger between the two associations, to appoint director seat(s) pursuant to the merger agreement between the two associations.
- h. The Nominating Committee shall report in writing the nominees to the President, who shall give notice of the nominations to the REALTOR® Members in a timely manner.
- i. Any one hundred (100) REALTOR® Members in good standing may make additional nominations if delivered at least thirty (30) days before the Annual Meeting to the President, who shall give notice of the nominations to the REALTOR® Members in a timely manner.
- j. BOD shall not be eligible for nomination or election to two (2) full terms in succession, except for the provision of Article 25.

## 25.2 Election of Board of Directors

An election shall be held annually to fill each expiring Directorship. Election of Directors shall occur by a voting procedure approved by the BOD. Each REALTOR® member shall be entitled to vote for a Director, to serve a three (3) year term, equal to the number of open positions.

- a. Voting shall be by secret ballot, which shall list all nominees in alphabetical order. Each ballot to be valid must contain a vote for each office to be filled, as prescribed in Article 25. A plurality of votes cast shall be sufficient to elect. If a tie vote should occur, the current BOD shall vote to decide the issue. BOD elected shall take office on January 1st following the election.

## 25.3 Election of Officers

- a. The BOD, prior to the annual Director election, shall elect one REALTOR® Member Director to serve as President-elect the following calendar year. Election of Officers shall occur by a voting procedure approved by the BOD. A Director elected as President-elect shall serve the full duration of the successive offices.

- b. The President-elect shall succeed to the office of President on the first day of January following the year serving as President-elect, or sooner as provided in Article 25. The term of office shall be a calendar year, or until a successor has been elected and qualified. The President may not serve two (2) full terms in succession.
- c. In the event of an officer vacancy, the BOD shall elect one REALTOR® Member Director to serve for the remainder of the term at the next regularly-scheduled meeting of the BOD or a special meeting called for that purpose. Any such elected Officer is eligible for election to serve a consecutive term.
- d. The newly elected BOD shall be inducted into office at the December meeting of the BOD. Following induction, the new BOD shall elect from their ranks a Treasurer and two at-large Executive Committee members to serve a one-year term.
- e. All officers shall take office on January 1st following the election.

NAR BL: Art 6.3-4 and RAGC Constitution Article 13

#### 25.4 **Removal of Officers and Directors**

- a. Absence by a Member of the BOD from three (3) regular meetings in any year shall be construed as a resignation by such Board Member.
- b. Removal by Board. The BOD may remove a Director or an Officer with cause (e.g., violation of the Association Constitution, Governing Policies, Rules and Regulations, NAR Code of Ethics, law, etc.) by a vote of at least three-quarters (3/4) of all persons then serving as voting Directors when such Directors determine, in their judgment, that such removal is in the best interest of the Association. The removal shall take effect immediately.
- c. Removal by Members. The Members may call for the removal of an Officer or Director by filing a petition with the Chief Executive Officer of the Association duly signed by:
  - 1. at least a number of Members equal to one-third (1/3) of the REALTOR® Members who voted in the immediately preceding annual election or
  - 2. at least five hundred (500) Members, whichever is higher.

To be valid and counted, signatures on petitions shall be by original signature or by an electronic signature system approved by the Directors. The petition shall specifically set forth the reasons the individual is deemed to be disqualified from further service. The Treasurer and the Chief Executive Officer of the Association shall have the exclusive authority to determine the validity of any petition and signatures thereon. Upon receipt of the petition, and not less than twenty (20) days or more than forty-five (45) days thereafter, a special meeting of the Members shall be held, and the sole business of the meeting shall be to consider the removal of the Officer or Director and to render a decision on such petition. All REALTOR® Members entitled to vote shall be notified at least ten (10) days prior to the meeting, which shall be conducted by the President unless the President's continued service in office is being considered at the meeting. In such case, the President-Elect shall conduct the meeting. The vote required to remove an Officer or Director shall be the vote of three-fourths of the REALTOR® Members entitled to vote who are present at a meeting at which a quorum is present. **NAR BL: Art 6.6 and RAGC Constitution Article 13**

### **ARTICLE 26 – AMENDMENTS TO BYLAWS AND RULES AND REGULATIONS**

#### 26.1 **Amendments Required by the National Association of REALTORS®**

When amendments are mandated by NAR policy, these shall be automatically amended to reflect the mandate as of the effective date of the mandatory policy authorized by the National Association of

REALTORS®. The MLS shall provide notice of the amendment(s) to subscribers. **RAGC Constitution 24.1.2**

## 26.2 **Amendments to Bylaws and Rules and Regulations**

Amendments to the bylaws and rules and regulations of the service shall be by consideration and approval of the BOD of the MLS in accordance with the provisions subject to final approval by the BOD of the shareholder.

When approved by the BOD of the shareholder as described, the amendments shall be effective immediately or as stated in the amending resolution.

If the proposed amendments fail approval by the BOD of the shareholder, the BOD of the multiple listing service shall be informed and advised that the proposed amendment(s) must be further considered and resubmitted for approval. **NAR BL: Art 10**

## **ARTICLE 27 – MLS COMMITTEES**

- 27.1 The President shall appoint all MLS Committees, subject to confirmation by the BOD. The term of a committee member shall begin on January 1st for one (1) year unless otherwise herein specified, or unless a successor is appointed and confirmed. Any vacancy shall be filled by the President and confirmed by the BOD. **NAR BL: Art 8**
- 27.2 Standing committees of MLS shall be a) Budget & Finance, b) Operations, c) Users, and d) Lockbox.
- 27.3 The President may appoint other committees as may be deemed advisable, subject to confirmation by the BOD. **NAR BL: Art 8**
- 27.4 Committees shall have such duties and functions as prescribed by the BOD. All actions of a committee are subject to approval by the BOD unless otherwise specified herein.
- 27.5 If a member of any committee has any conflict of interest pertaining to the proceedings of the MLS committee, the committee member shall report that fact to the President and shall disqualify himself from the proceedings.
- 27.6 If the committee has fewer than nine members, the participants present in person or via electronic communications at the meeting shall constitute a quorum. A majority vote by such participants present and voting shall be required to pass motions.
- If the committee has more than nine members, a quorum will consist of five members. If there are motions that require the action of the BOD, but a quorum is not present, the number of members in attendance will be reported to the Board. **NAR BL: Art 7.2**
- 27.7 Any committee member who fails to attend three (3) regular or special meetings of the committee, during the fiscal year, without an excuse acceptable to the Chair, shall be automatically dropped from the committee. The vacancy shall be filled as provided in 28.1 hereof.
- 27.8 The President and President-elect shall be ex officio members of MLS Committees, without the power to vote, and shall be notified of their meetings.

## **ARTICLE 28 – APPOINTMENT OF COMMITTEE MEMBERS**

- 28.1 Representation on the standing committees of MLS shall be according to size category of MLS Participant companies. The two size categories shall be based on the number of listings processed each year as follows:
- Large Participant Companies: The fewest number of companies that contributed at least 50% of the total listings to MLS during the time period as stated in Section 29.2.

- Medium/Small Companies: The companies that contributed the balance of the total listings to MLS during the time period as stated in Section 29.2.
- 28.2 The year used for calculation of listings processed shall be October 1st through September 30th.
- 28.3 To be eligible for appointment to an MLS Committee the individual shall be:
- a. a REALTOR® Member of the REALTOR® Alliance of Greater Cincinnati and shall also be broker/manager of a Participant, or its agent, or
  - b. a Director from an adjacent Board of REALTORS® (one representative per Board, per Committee) is eligible for appointment to either the MLS Operations, Users, or Lockbox Committees.
- 28.4 There shall be no more than one (1) member of a Participant office and no more than (2) members of a Participant company on the same Committee to MLS so long as the total number of large Participant companies is not less than four (4). If the total number of large Participant companies is three (3) or fewer, 50% of the committee shall be made up of an equal number of representatives from each of the large Participant companies. In the event that a committee member transfers, or that a committee member's company merges with another committee member's company, the committee shall remain intact with its present, appointed members carrying out each of their terms and the Chair shall inform the President of the situation.
- 28.5 One (1) Director shall be appointed as Liaison, without a vote, to each standing committee of MLS.

#### **ARTICLE 29 – BUDGET & FINANCE COMMITTEE**

- 29.1 The Budget & Finance Committee shall be composed of twelve (12) individuals, not to exceed six (6) individuals from large companies and not to exceed six (6) individuals from small and/or medium size companies at the time of the selection process.
- 29.2 The Budget & Finance Committee shall be responsible for the following:
- a. Review on a quarterly basis the financial operation of MLS as compared to the budget and, if necessary or desirable, recommend budget changes to the BOD.
  - b. Determine if the amount budgeted is sufficient and/or if more/less funds should be budgeted in the forthcoming year.
  - c. Prepare the budget for the upcoming year and present that budget to the BOD for approval at their November meeting.
  - d. Determine and recommend to the BOD amounts to be established as fees and dues to fund the operation of MLS. The fees and dues shall be in the amounts necessary to defray the cost of operating MLS and allow for an operating reserve.
  - e. Monitor and maintain a proper level of regular and special reserves for future needs, considering the cyclical nature of the real estate industry.
  - f. Assist the Treasurer in recommending interest income that falls within MLS's investment policy guidelines.
- 29.3 The Committee shall meet quarterly, but the Chair or President may call special meetings.

#### **ARTICLE 30 – OPERATIONS COMMITTEE**

- 30.1 The Operations Committee shall be composed of twelve (12) or more individuals, not to exceed 50% of the individuals from large companies and not to exceed 50% of the individuals from small and/or medium size

companies at the time of the selection process.

- 30.2 The Operations Committee shall recommend appropriate MLS Rules and Regulations, operating policies, procedures, and systems to the BOD.
- 30.3 The Operations Committee shall be responsible to the BOD for the operation of MLS in accordance with the adopted Rules and Regulations, operating policies, procedures, and systems.
- 30.4 The Operations Committee, when it has established that violation of these Rules and Regulations and other adopted rules has occurred, shall impose the appropriate sanctions upon the Participant; i.e., fine, letter of reprimand, etc. as described in Article 32, "Enforcement." When it has been established that a severe violation of these Rules and Regulations and other adopted rules has occurred, the Committee shall recommend to the BOD the appropriate sanctions that should be imposed upon the Participant; i.e., suspension or expulsion as described in Article 32, "Enforcement."
- 30.5 The Operations Committee shall consider all written complaints from Participants having to do with violation of the Rules and Regulations, provided the complaint is filed within ninety (90) days after the incident which caused the complaint. Upon receipt of a written complaint, the respondent shall be advised, in writing, of the nature of the complaint and shall answer the complaint, in writing, within ten (10) days from receipt of the complaint. The Committee shall then afford the respondent the opportunity of a hearing before preparing its findings and actions to the complaint. If found guilty of a violation that warrants possible suspension or expulsion, the Committee shall then afford the respondent the opportunity of a hearing before it prepares recommendations to the BOD as to the disposition of the matter. 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 Operations Committee and the BOD.

If, after ten (10) days following the transmittal of the Committee's (BOD's) determination, the alleged violation remains uncured (i.e. content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. **NAR RR: Sec 9.3**

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 participate in the process, the MLS will appoint a representative to serve as the complainant.

**NAR RR: Sec 9**

- 30.6 All complaints received by the Operations Committee that appear to constitute violations of the Code of Ethics of the National Association of REALTORS® shall be referred to the Professional Standards Committee of the REALTOR® Alliance of Greater Cincinnati for disposition.
- 30.7 Any appeal of the decision of the MLS Operations Committee may be appealed within twenty (20) days of the tribunal's decision being rendered to the BOD of the Board/MLS.
- 30.8 The Operations Committee is scheduled to meet bi-monthly, but the Chair or President may call other special meetings of the Committee.

#### **ARTICLE 31 – MLS USERS SUBCOMMITTEE**

- 31.1 The Users Committee shall be composed of twelve (12) or more individuals, not to exceed 50% of the individuals from large companies and not to exceed 50% of the individuals from small and/or medium size companies at the time of the selection process.
- 31.2 The Users Committee is scheduled to meet bi-monthly, but the Chair or the President may call other special meetings of the Subcommittee. The Users Committee shall report its findings and recommendations to the Operations Committee for approval.

## ARTICLE 32 – ENFORCEMENT

- 32.1 Administrative charges for rule violations as stated herein are listed on Exhibit A, "Schedule of Fees and Charges." If a violation of rules is not cured within the specified time period(s), charges will continue to reoccur within the specified time period(s) until the violation is cured. EXAMPLE: Delinquent Change of Status occurs when not reported within ~~three-two~~ (32) business days beyond the signature date. The fine will reoccur every ~~three-two~~ (32) business days until the status is reported.
- 32.2 The MLS Operations Committee shall be responsible for the enforcement of the MLS Rules and Regulations. When a violation of these rules appears to have occurred, a member of MLS, the Operations Committee, or BOD may file a written complaint, supported by evidence.
- 32.3 After a hearing that follows the procedure established in Article 30 by the MLS of Greater Cincinnati, the MLS Operations Committee is empowered to decide the case and impose penalties, consisting of one or more of the following:
- a. Letter of Warning with a copy to be placed in Participant's file;
  - b. Letter of Reprimand with a copy to be placed in Participant's file;
  - c. A requirement that the Participant conduct an educational session at their office sales meeting on any article(s) that Participant has been deemed in violation;
  - d. An appropriate, reasonable -fine imposed on Participant, ~~not to exceed \$15,000 irrespective of the number of violations regarding a particular complaint;~~
  - e. Recommendation to the BOD that Participant is suspended from the MLS for a stated period not exceeding 90 days. Following such suspension, a Participant may rejoin MLS only on the condition that it shall pay the reinstatement fee provided for in Article 7: "Reinstatement Fees," plus all past due accounts. Suspension means relinquishing all MLS rights and privileges and denial of MLS services, including, but not limited to, access to the MLS system and MLS publications. In cases where the suspension is a result of failure to abide by rules, policies, or the Code of Ethics, refer to Article 33, Suspensions & Expulsions. In cases where the suspension is for failure to pay dues, fees, or other charges, refer to Article 33. Although MLS rights, privileges, and services are withdrawn as specified in the notice of suspension, the suspended Participant remains obligated to pay dues and to abide by the MLS Rules and Regulations during the period of suspension. Any failure to abide by the terms of suspension or subsequent violation of the MLS Rules and Regulations after a hearing as provided in Article 30 shall be grounds for consideration as to the possible extension of the suspension or expulsion from the MLS;
  - f. Recommendation to the BOD that Participant is expelled from the MLS, for a specified period of one (1) to three (3) years, with the reinstatement to be by application only after the end of the specified period of expulsion, with the application considered on its merits and approval by the BOD.
  - g. 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 BOD, 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 the imposition of other forms of discipline which will not be held in abeyance.

- h. MLS Participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's Participant and the Participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. **NAR RR: Sec 7**

32.4 MLS Participants may not take legal action against another MLS Participant for alleged rules violation(s) unless the complaining Participant has first exhausted the remedies provided in these rules. **NAR RR: Sec 9.4**

### **ARTICLE 33 – SUSPENSIONS AND EXPULSIONS**

33.1 Where suspension or expulsion is the result of a failure to abide by violations of the Code of Ethics, Board Constitution, MLS Rules and Regulations, or other policies, all listings currently filed with MLS by a suspended or expelled Participant shall, at the Participant's option, be retained in MLS, but removed from any public sites until sold, withdrawn, or expired, and shall not be renewed or extended by MLS beyond the termination of the listing contract in effect when the suspension became effective. **NAR RR: Sec 1.13**

33.2 When a Participant has resigned from RAGC or MLS (or both) or where the Participant has been suspended or expelled from MLS for failure to pay dues, fees, or charges, MLS is not obligated to provide MLS services, including continued inclusion of the former Participant's listings in the MLS compilation of current listing information. Prior to any removal of a former Participant's listings from MLS, the Participant will be advised in writing of the intended removal so that the Participant may advise its clients. Following such suspension or expulsion, a firm may rejoin MLS only on the condition that it shall pay the reinstatement fee provided for in Article 7: "Reinstatement Fees," plus all past due accounts. **NAR RR: Sec 1.13**

### **ARTICLE 34 – ROBERT'S RULES OF ORDER**

34.1 Robert's Rules of Order, latest edition, shall be recognized as the authority governing the meetings of the MLS, its BOD, and Committees, in all instances wherein its provisions do not conflict with these Rules and Regulations.

### **ARTICLE 35 – AMENDMENTS**

35.1 These Rules and Regulations may be amended by a majority vote of the BOD. The Operations Committee, by at least two-thirds (2/3) vote of its members, may recommend to the BOD amendments to these Rules and Regulations. **NAR BL: Art 36.1**

35.2 An amendment to these Rules and Regulations may be requested by a Participant, provided a request containing the requested amendment is made, in writing, to the Operations Committee.

35.3 Any changes in the Rules and Regulations are subject to final approval by the BOD of the MLS of Greater Cincinnati.

### **ARTICLE 36 – DISSOLUTION**

36.1 In the event that MLS shall at any time terminate its activities, the BOD of the MLS shall consider and adopt a plan of liquidation and dissolution with the approval of the BOD, of the REALTOR® Alliance of Greater Cincinnati (shareholder). Said plan shall provide for the collection of all assets, the payment of all liabilities, and the remaining portions thereof be assigned to the parent corporation, namely, REALTOR® Alliance of Greater Cincinnati. **NAR BL: Art 11 and RAGC Constitution 20.37**

## EXHIBIT A: SCHEDULE OF CINCINNATI MLS FEES AND CHARGES

### **Participant Fees:**

Application Fee	\$200.00 (one time)
Office Annual Fees	\$452.00
Licensee Annual Fees	<del>\$494.70</del> \$51.65
<b>Participant Reinstatement Fees:</b>	
For Participants out of MLS for three (3) to twelve (12) months	\$100.00 per event
For Participants out of MLS in excess of twelve (12) months	\$200.00 per event

### **Administrative Charges and Actions:**

Late Office Annual Fees	\$20.00 per event
Late Licensee Fees	\$20.00 per event
Reinstatement Fee	\$20.00 per event
<del>Late Listing Entry</del>	<del>\$100.00 per event</del>
<del>New Listing - Missing, Inaccurate or Incomplete Documentation Uploaded</del>	<del>\$100.00/\$200/Deletion*</del>
<del>Coming Soon - Missing, Inaccurate or Incomplete Documentation Uploaded</del>	<del>\$100/\$200/\$300*</del>
<del>Price/Expiration Change – Missing, Inaccurate or Incomplete Documentation Uploaded</del>	<del>\$100/\$200 Modify*</del>
<del>Cancellation – Missing, Inaccurate or Incomplete Documentation Uploaded</del>	<del>\$100/-,\$200*</del>
<del>Late Listing Change Entry</del>	<del>\$100.00 per event</del>
Late Image Entry	\$100.00 per event
Image Copyright Violation	\$100.00 per listing
Estimated Closing Date Violation	\$50.00 per event
Late Closing Entry	\$50.00 per event
<u>MLS Of Choice Waiver Violation</u>	<u>\$500.00 per event</u>
Incomplete/Inaccurate Information	\$100.00 per event
Entry of Prohibited Content in Free-Form Fields	\$100.00 per event
Entry of Branded Media	\$100.00 per listing
Other Violations	\$100.00 per event
Failure to Complete Orientation within Forty-Five (45) Days	Suspension
Incorrect Showing Instructions	\$50.00
Unauthorized Use of Contact Information	\$100.00
Unauthorized Access to MLS System	\$500.00
Unauthorized Use of MLS Data	\$500.00
Unauthorized Property Access	up to \$15,000.00 -and/or Suspension
Coming Soon, Clear Cooperation, Compensation, Buyer Agreement Violations	\$1,000.00 first offense
(Penalty per subscriber)	\$5,000.00 second offense
One year suspension and	\$10,000.00 third offense

The penalty timeframe resets for an individual subscriber if no violations occur within a 36-month period from the date of the last penalty.

\*Escalating Fines per event



## APPENDIX A: ARTICLE 18 – BROKER RECIPROCITY (BR) OR (IDX)

IDX DEFINED - IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (N-Amended 5/17).

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 through IDX, 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. (N-Amended 05/17).*

18.2 PARTICIPATION - Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. (N-Amended 11/09).

*Engaged for the purpose of an IDX approval means Participants (other than appraisers) must actively, continually, and on an ongoing basis:*

- list real property in the *CincyMLS market* as a primary agent; and/or
- represent buyers and cooperates with listing brokers in the *CincyMLS market*.

NOTE: Solely engaging in referral activities *does not* qualify for an IDX Data Feed.

To determine the eligibility of an IDX Participant, the CincyMLS will look at the following criteria:

- a. Is the Participant contributing its listings to the Broker Reciprocity (BR) program?
- b. Has the Participant completed the Data Access Agreement?
- c. Has the Participant represented buyers or sellers on CincyMLS in the recent 12 months?

If the answer is yes to all three, the Participant will be deemed eligible, subject to compliance with the IDX Rules.

If the Participant has not represented a buyer or seller in the recent 12 months, additional information will be required. CincyMLS does not wish to exclude Participants who are making good faith efforts to represent buyers and sellers within the CincyMLS market but participating in the IDX/Broker Reciprocity program is intended only for those Participants who are actively engaged in the CincyMLS market.

If a Participant has not represented a buyer or seller on CincyMLS within the recent 12 months, the Participant will be asked to supply documentation of the following:

- a. Indicate whether your firm has listed or co-listed property on CincyMLS. Identify the listing by its MLS listing number.
- b. Indicate whether your firm has closed a transaction in the CincyMLS market. Provide the listing number involved in the transaction.
- c. If the answer to 1 and 2 are "no", provide a list of activities other than merely operating your website and that you are attempting to obtain buyer and/or seller clients. These activities could

include advertising on various websites, on social media, or in traditional media, making direct contact with consumers, etc. Include examples that demonstrate your effort to obtain clients,

- d. Confirm that you are now and will, for the foreseeable future, continue to endeavor to acquire listings of properties for sale that will be submitted to MLS or to represent buyers seeking properties for sale in the CincyMLS.

Determination of eligibility will be made by CincyMLS rules staff. Decisions may be appealed to an MLS Hearing Panel. During periodic website audits conducted by CincyMLS staff, Participants that do not appear to meet the eligibility criteria will be asked to submit new documentation. IDX/Broker Reciprocity participation is for Participants actively endeavoring to provide brokerage services to buyers and sellers, not simply providing referrals to other MLS Participants or operating a website. (L)

- 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. (N-Amended 05/12).

Any Participant using a third-party to develop/design its website will sign an MLS approved legally binding agreement with that third-party, which permits the third-party to receive the BR raw data on behalf of the broker. (L)

- 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. (N-Amended 05/12).

A Participant must make changes to their website necessary to cure a violation of the MLS Rules within five (5) business days of notice from the MLS of the violation. In those cases where the Principal/Broker does not act to cure reported violations timely, MLS may seek a cure from the Principal/Broker and/or its Third-Party Vendor by way of punitive measures deemed appropriate by the Broker Reciprocity Committee or by way of legal recourse.

If a Participant suspects “data mining” or that some form of inappropriate access of the data has occurred, the suspicion and any evidence should be reported to the MLS of Greater Cincinnati immediately for investigation and action. (L)

- 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 electronic forms of display or distribution. (N-Amended 05/17).

- 18.2.4 Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as status, geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperative, single-family detached, multifamily), 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. (N-Amended 05/17 02/22)

If a Participant plans to display only a subset of MLS listings, the qualification(s) for the listings being displayed should be provided to the consumer. (L)

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

The date of the last update must be clearly displayed on the IDX display. (L)

- 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. (N-Amended 05/12).
- 18.2.7 Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate (not a national company or franchise (L)) 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. (N-Amended 05/12).
- 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 features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Article 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 feature has been disabled at the request of the seller. (N-Adopted 05/12).
- 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. (N Amended 05/12).
- 18.2.10 An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds, resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. (N Adopted 11/14).
- 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 the available listings or fewer authorized fields. (N-Adopted 05/15).
- 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. \* (N Amended 02/22).
- 18.2.13 All listings displayed pursuant to IDX shall show the MLS as the source of information. The Broker Reciprocity icon and an explanation that those properties marked with the icon are provided “Courtesy of the MLS of Greater Cincinnati” must appear on the first page where any listing data is displayed. \*

The following is recommended and preferred wording: “The data relating to real estate appearing on this site comes in part from the Broker Reciprocity program of the Multiple Listing Service of Greater Cincinnati”. 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. (L) \*

The detailed display shall also bear the listing firm’s phone number as well as the listing agent’s name and phone number immediately following the property information. (L) \*

*\*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. (N-Amended 5/17).*

18.2.14 The MLS copyright notice shall appear immediately following the property information. The listing company name and phone number, the listing agent’s name and phone number, the broker reciprocity icon, and the MLS copyright notice shall be at least as large as the largest type size used to display the listing data. This notice must appear exactly as in one of these two options:

Option A: "Copyright yyyy, MLS of Greater Cincinnati, Inc. All rights reserved." [yyyy is the current year], or

Option B: "yyyy, MLS of Greater Cincinnati, Inc. All rights reserved." [yyyy is the current year.] Note, you may not substitute a "c" in parentheses "(c)" for the copyright symbol "©." If your website cannot display the copyright symbol, you must use option A and spell out the word "Copyright." (L)

18.3 DISPLAY - The display of listing information pursuant to IDX is subject to the following rules:

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. (N-Amended 02/22).

- a. Any display of the “body” or “data field” of another Participant’s listing may not include any contact information or branding of the Participant who owns the website or any of its agents. (L)
- b. Any display of the “body” or “data field” of another Participant’s listing may include only the following: text data about the listing property; photo of the listing property; the logo, phone number, address, etc. of the website hosting listing broker; or for other BR listings, the BR icon, and “buttons” providing links to other information. (L)
- c. The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (N-Amended 05/12).

18.3.2 Removed 8/19/24

18.3.3 All listings displayed pursuant to IDX shall identify the listing agent. (N)

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

- a. The MLS Participant and their sales licensee must sign a CincyMLS Data Access Agreement whereby the Participant accepts full responsibility for the actions of their sales licensee.

- b. The sales licensee is required to complete the RAGC CE-approved course “Social Media and Internet Advertising Law” prior to IDX approval for their website.
- c. The sales licensee will pay a one-time (per occurrence) administrative fee for the IDX data feed. The fee amount will be determined by the BOD.
- d. Once an approved IDX data feed is established for the sales licensee, if the sales licensee later decides to switch IDX vendors, a new license agreement and fee will be required to establish a new feed.
- e. Since a sales licensee’s IDX search is an extension of their broker’s obligation, a cooperative broker may not request to have their listings removed from a sales licensee’s IDX search page.
- f. If a Principal/Broker Participant opts out and does not participate in the BR program, the sales licensees and non-principal appraisers of that Participant may not receive an IDX data feed and may not frame another company’s BR listing search.
- g. Prior to making the site available to consumers, the vendor for the broker or the sales licensee must contact MLS to review and approve the site, per the IDX guidelines only, as outlined in the agreement. Any other issues are the responsibility of the broker and the sales licensee.
- h. For those sales licensees choosing not to acquire an IDX data feed, the hyperlink to the sales licensee’s Principal/Broker’s company website must display the BR search page as it appears on the company site (same format and listing displays). The BR search page may appear without the company’s frame as long as the brokerage name (as it is registered in the MLS) appears within the frame of the sales licensee site surrounding the BR search and appears on the page, per the advertising rules of Ohio law. The name of the MLS registered sales licensee, to whom the website belongs, shall also appear on the frame as the brokerage name under the same conditions. (L)

18.3.5 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 the use of other disclaimers as necessary to protect participants and/or the MLS from liability. \* (N-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. (N-Amended 05/17).*

Any result identifying another Participant’s listing shall include the disclaimer “Information Deemed Reliable but Not Guaranteed.” The following examples are acceptable alternatives:

More Explanatory: “The broker providing the data believes it to be correct but advises interested parties to confirm all information before relying on it for a purchase decision.”

Shorter Version: “Listing broker has attempted to offer accurate data, but buyers are advised to confirm all information.” (L)

18.3.6 The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (N-Amended 11/17).

18.3.7 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. (N)

18.3.8 Member Participants are permitted to co-mingle listings from IDX data feeds provided by participating MLSes with listings from other (non-MLS/IDX) data sources on their website and/or VOW. This includes displaying all relevant search results on a single search results page. All such displays must comply with the IDX rules outlined in the CincyMLS Rules and Regulations. This includes requirements to:

- Clearly display the listing broker and agent's name and contact information for each listing\*;
- Identify the source of the data\*;
- Ensure that listing information is accurate; and
- Correct any known errors in a timely manner.

For the purpose of this policy, "co-mingling" means that consumers can perform a single property search, with the results displaying listings from both MLS IDX and non-MLS/IDX data feeds on the same webpage or display, rather than separating listings based on their source. (Modified 11/8/24)

*\*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. (N-Amended 05/17).*

18.3.9 Display of expired, withdrawn, and canceled listings is prohibited. (N-Amended 11/15).

18.3.10 Display of confidential information fields intended for cooperating brokers rather than consumers, including, but not limited to, sellers' and/or occupants' name(s), phone number(s) and email address(es), showing instructions and property security information is prohibited. (N)

18.3.11 Participants are required to employ appropriate security protection, such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. (N-Amended 05/12).

18.3.12 Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS Rules related to the use by consumers. (N-Amended 05/12).

18.3.13 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. (N-Adopted 11/09).

18.3.14 A participating company, broker, agent, or appraiser may not advertise, in any form, that they have available for search or otherwise, "all MLS listings." (L)

18.4 The MLS BOD shall create a separate "governing body" that shall suggest data changes, modifications to the rules, and recommend actions regarding violations of IDX/Broker Reciprocity. (L)

18.5 FEES - Service fees and charges for participation in IDX shall be as established annually by the BOD. (L)

18.6 ~~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. NAR (Statement 8.5)~~

18.7 That participants are entitled to use, and MLSs must provide to participants, the Broker Back Office (BBO) Data, for BBO Use subject to the Terms below:

“BBO Data” means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.

“BBO Use” means the use of BBO Data by participants and subscribers affiliated with the participant for the following purposes:

- Brokerage management systems that only expose BBO Data to participants and subscribers affiliated with a participant.
- Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to the participant, subscribers affiliated with the participant, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with the participant.
- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

BBO Use may only be made by the participant and subscriber affiliated with the participant, except that at the request of a participant, MLS must provide BBO Data to that participant’s designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

There is no option for participants to opt-out of their listings from the Brokerage Back Office Feed Use as defined.

“Terms” mean the following:

- MLSs may impose reasonable licensing provisions and fees related to the participant’s license to use Brokerage Back Office Feed Data. MLSs may require the participant’s designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical to the MLS’s data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- The use of roster information may be limited by the MLS participation agreement and license agreements.
- Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.

MLSs, in their reasonable discretion, may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that “Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants’ consent.” **M (NAR Statement 8.7; Adopted 2022)**

18.8 The MLS must not accept listings containing an offer of compensation in the MLS to other Participants and Subscribers. Further, the MLS may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator’s website for such purposes) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform of 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 and data feeds.

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 must 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 broker and buyer brokers). **NAR PS 8.11**

N – National

L – Local

## APPENDIX B: ARTICLE 19 – VIRTUAL OFFICE WEBSITE (VOW) RULES

### 19.1 Virtual Office Website (VOW):

- a. A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with 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. **NAR RR: Sec 19.1.a**
- b. As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant. **NAR RR: Sec 19.1.b**
- c. “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with the operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW. **NAR RR: Sec 19.1.c**
- d. As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants. **NAR RR: Sec 19.1.d**

### 19.2 Rights of the Participant

- a. The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. **NAR RR: Sec 19.2.a**
- b. Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”). **NAR RR: Sec 19.2.b**
- c. Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW. **NAR RR: Sec 19.2.c**

### 19.3 Requirements before Allowing Consumer Access to a VOW

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: **NAR RR: Sec 19.3.a**

- a. 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. **NAR RR: Sec 19.3.a.i**

- b. The Participant must obtain the name of and a valid email address for each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use. **NAR RR: Sec 19.3.a.ii**
- c. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at their option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also ensure that any email address is associated with only one user name and password. **NAR RR: Sec 19.3.a.iii**
  1. The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password. **NAR RR: Sec 19.3.b**
  2. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **NAR RR: Sec 19.3.c**
  3. 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: **NAR RR: Sec 19.3.d**
- d. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant; **NAR RR: Sec 19.3.d.i**
- e. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use; **NAR RR: Sec 19.3.d.ii**
- f. 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; **NAR RR: Sec 19.3.d.iii**
- g. 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; **NAR RR: Sec 19.3.d.iv**
- h. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database. **NAR RR: Sec 19.3.d.v**
  1. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click. **NAR RR: Sec 19.3.e**

2. 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 the display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant. **NAR RR: Sec 19.3.f**

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. **NAR RR: Sec 19.4**

19.5 A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS. **NAR RR: Sec 19.5**

*(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.)*

19.6 **Seller's Choice to Not Display Listing or Property Addresses**

- a. A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit the display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet. **NAR RR: Sec 19.6.a**
- 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 may cause the seller to execute a document that includes the following (or a substantially similar) provision: **NAR RR: Sec 19.6.b**

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**Seller Opt-Out Form**

1. Please check or circle either "Yes" or "No" for each item:

- a. Yes or No I want the listed property to be displayed on the Internet.
- b. Yes or No I want the address of the listed property to be displayed on the Internet.
- c. Yes or No I do not want to allow public blogging (commentary) about the listed property to be displayed on the Internet.
- d. Yes or No I do not want to allow an automatic valuation (AVM) about the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected "No" to Option A, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

\_\_\_\_\_  
Initials of Seller **NAR RR: Sec 19.6.b.i**

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- c. It is recommended that the Participant retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

#### 19.7 Vows May Allow Third Parties:

- a. Subject to subsection (b), a Participant's VOW may allow third-parties:
  1. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  2. display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing
- 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." **NAR RR: Sec 19.7**

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 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. **NAR RR: Sec 19.8**

19.9 A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days. **NAR RR: Sec 19.9**

19.10 Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity. **NAR RR: Sec 19.10**

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. **NAR RR: Sec 19.11**

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, **NAR RR: Sec 19.12**

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. **NAR RR: Sec 19.13**

19.14 A Participant may operate more than one VOW himself or herself 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. **NAR RR: Sec 19.14**

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

- a. Expired, withdrawn or canceled listings.
  - b. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
  - c. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
  - d. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
  - e. Sales price on sold data if the actual sales price of completed transactions is not accessible from public records.
- 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. **NAR RR: Sec 19.16**
- 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. **NAR RR: Sec 19.17**
- 19.18 A Participant shall cause any listing that is displayed on their 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. **NAR RR: Sec 19.18**
- 19.19 A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than (500) 1-line; (100) multi-line; (100) full reports; and (100) downloadable current listings and not more than (500) 1-line; (100) multi-line; (100) full reports; and (100) downloadable sold listings in response to any inquiry. **NAR RR: Sec 19.19**
- 19.20 A Participant shall require that Registrants' passwords be reconfirmed or changed every **90** days. (Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.) **NAR RR: Sec 19.20**
- 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. **NAR RR: Sec 19.21**
- 19.22 A Participant shall cause any listing displayed on their VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing. **NAR RR: Sec 19.22**
- 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. **NAR RR: Sec 19.23**

- 19.24 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS. **NAR RR: Sec 19.24**
- 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 maintained by the Participant and provided to the MLS upon request. **NAR RR: Sec 19.25**
- 19.26 The MLS must not accept listings containing an offer of compensation in the MLS to other Participants and Subscribers. Further, the MLS may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator’s website for such purposes) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.
- Use of MLS data or data feeds to directly or indirectly establish or maintain a platform of 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 and data feeds.
- 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 must 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 broker and buyer brokers). **NAR PS 8.11**

## APPENDIX C: ELECTRONIC KEYBOX SYSTEM RULES AND REGULATIONS

The following rules shall apply to all Keyholders of the Electronic Keybox System. These rules have been established by the CINCYMLS and shall remain in full force and effect until changed or modified by the Directors of CINCYMLS.

### **DEFINITIONS:**

- 1) **CINCYMLS:** Multiple Listing Service of Greater Cincinnati.
- 2) **CINCYMLS Participant or Subscriber:** Any principal or non-principal broker, sales licensee, licensed or certified appraiser who participates in the Electronic Keybox System.
- 3) **Affiliate Member:** An individual who holds an Affiliate Membership in a local Board or Association who participates in the Electronic Keybox System.
- 4) **Keyholder:** Anyone who is issued an Electronic Key for use with the Electronic Keybox System.
- 5) **Electronic Keybox System (EKS)** – A key management system.
- 6) **Keybox:** The device that holds the physical keys to a property.
- 7) **Electronic Key:** A smartphone app used to access keyboxes.
- 8) **System Breach:** A situation where the Keybox was tampered with and/or the house keys removed or where unlawful access to property has occurred.

### **PARTICIPATION:**

The EKS is a basic service of the CINCYMLS. Each CINCYMLS Participant, Subscriber or Affiliate Member in good standing with CINCYMLS is entitled to one Electronic Key activation for the EKS with CINCYMLS.

Additional Electronic Key subscriptions may be obtained for additional subscription fees to be used by unlicensed employee(s) or subcontractor(s) of a CINCYMLS Participant, Subscriber or Affiliate Member.

EKS participation requires each keyholder to execute a User Agreement prior to being issued an Electronic Key or Keybox. CINCYMLS will also enforce all rules and regulations contained in the User Agreement.

### **FEES:**

The fees are established annually by the CINCYMLS BOD.

### **GENERAL POLICIES:**

Keyboxes may not be placed on a property without written authorization from the seller.

Keyholders shall follow the showing instructions published in the CINCYMLS, an electronic showing system, or as provided by the listing brokerage. The keybox and/or contents shall not be removed from the property without prior consent of the listing agent.

**Unauthorized access to a property or Keybox is strictly prohibited. If there is evidence that an unauthorized access violation has occurred, punitive action may be issued in accordance with the REALTOR® Alliance of Greater Cincinnati Professional Standards policy.**

### **RIGHT TO LIMIT ACCESS:**

The CINCYMLS may refuse to issue Electronic Keys, may terminate existing Electronic Key User Agreements, and may refuse to activate or reactivate any Electronic Key held by a Keyholder, at its sole discretion or by written direction of the Keyholder's Broker for these circumstances:

- 1) Following an arrest, and prior to conviction, for any felony or misdemeanor;
- 2) After the conviction of a felony or misdemeanor;
- 3) Any act in the determination of the CINCYMLS relating to the real estate business or puts clients, customers, or other real estate professionals at risk.

#### **KEYBOXES AND KEYS:**

Leased Keyboxes may ONLY be transferred to other CINCYMLS Participants or Subscriber Members for use within the CINCYMLS EKS until the Contractual Lease Period has expired in 2028. Keybox owners must complete and submit the Keybox Transfer Form.

A Keyholder leaving the real estate business or otherwise terminating their User Agreement must notify CINCYMLS to inactivate their Electronic Key.

#### **ABANDONMENT OF KEYBOXES:**

Upon receipt of a complaint regarding the abandonment of a Keybox at a property, CINCYMLS will notify the KeyBox holder in writing that a complaint has been filed. The Keybox holder shall have 48 hours from the notification to remove the Keybox from the property. If the Keybox is not removed within such 48-hour period, a shackle code for that Keybox shall be provided to the complainant, if they are a Keyholder, or MLS designee for removal. The complainant, if a Keyholder, may submit a Keybox Transfer Form to CINCYMLS to claim said Keybox.

#### **AFFILIATES:**

Any Affiliate who wishes to participate in the EKS of the CINCYMLS must be an Affiliate Member in good standing with a local Board or Association and must undergo a criminal background check under the guidelines established by the CINCYMLS BOD. Employee(s) and subcontractor(s) of Affiliate Members must undergo a criminal background check under the guidelines established by the CINCYMLS BOD. The CINCYMLS Manager will review employee and subcontractor background checks to approve or deny participation.

Affiliate Members must complete the Affiliate Application, pay the fees established by the CINCYMLS Directors, and execute a User Agreement before issuing an Electronic Key.

If an Affiliate Member's Electronic Key subscription is inactivated, a new background check must be processed before being re-activated.

Employees or subcontractors of Affiliate Members are permitted to obtain an Electronic Key as authorized by the Affiliate Member. The Affiliate Member shall assume responsibility for payments, legal responsibility, **and liability** for their employee(s) or subcontractor(s).

Employee(s) and subcontractor(s) of Affiliate Members must undergo a criminal background check under the guidelines established by the CINCYMLS BOD. Employee(s) and subcontractor(s) of Affiliate Members must undergo a criminal background check under the guidelines established by the CINCYMLS BOD. The CINCYMLS Manager will review employee and subcontractor background checks to approve or deny participation.

Affiliate Member EKS billing process will follow the same rules as CINCYMLS subscribers, including late fees and timelines as outlined on the Affiliate Application.

**UNLICENSED EMPLOYEE(S) AND SUBCONTRACTOR(S):**

Unlicensed employee(s) or subcontractor(s) are permitted to obtain an Electronic Key with authorization by a CINCYMLS Participant or Subscriber. The CINCYMLS Participant or Subscriber assumes responsibility for payments, legal responsibility, **and liability** for their unlicensed employee(s) or subcontractor(s).

Unlicensed employee(s) and subcontractor(s) must undergo a criminal background check under the guidelines established by the CINCYMLS BOD. The CINCYMLS Manager will review Unlicensed Employee and Subcontractor background checks to approve or deny participation.

**TERMINATION OF SERVICE:**

A Keyholder may terminate the User Agreement at any time with written notice to the CINCYMLS.

Leased Keyboxes may ONLY be transferred to other CINCYMLS Participants or Subscribers for use within the Cincinnati EKS until the Contractual Lease Period has expired in 2028. Keybox owners must complete and submit the Keybox Transfer Form.

**COMPLIANCE:**

Unauthorized access to a property or Keybox is strictly prohibited. Permission from the Listing Brokerage or Seller must be obtained before accessing the keybox.

If there is evidence that an unauthorized access violation has occurred, punitive action may be issued in accordance with the REALTOR® Alliance of Greater Cincinnati Professional Standards policy.

Upon CINCYMLS being notified of a system breach, the Electronic Key and/or Keybox used in the breach shall be deactivated immediately.

**FILING A COMPLAINT:**

Complaints must be filed with the REALTOR® Alliance of Greater Cincinnati Professional Standards Committee.