

# NORTHEAST FLORIDA MULTIPLE LISTING SERVICE, INC.

## RULES AND REGULATIONS

(Effective October 18, 2023)

**Definitions:** Unless otherwise defined herein, terms which are defined in the Bylaws of the Northeast Florida Multiple Listing Service, Inc. (the "Corporation" and "NEFMLS" herein) shall govern terms used herein.

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

Times ending on a Saturday, Sunday or Federal Holiday shall be extended to the end of the next day that is not a Saturday, Sunday, or Federal Holiday.

**Membership defined:** Members of NEFMLS include brokers, appraisers and their licensees. Users include NEFMLS staff, authorized vendors, office assistants and personal assistants of Members. Brokers and Appraisers may execute a waiver for those licensees that choose to be members of a different MLS however NEFMLS must receive written proof of the licensee's current paid membership in a different MLS.

### LISTING PROCEDURES

Section 1 **Listing Procedures.** Listings of real property or any interest in or concerning real property of the following types, which are listed by a licensed real estate broker, and which are located within the service area of Northeast Florida Multiple Listing Service, Inc., as defined in the Bylaws Article IV shall be entered into the system as follows. Broker-loaded listings ("broker loaded") shall be entered in the Corporation's computer system by the broker within 24 hours after all necessary signatures of seller(s) have been obtained or the listing term beginning date whichever occurs last. If Listings are unable to be Broker loaded, they must be delivered to the Corporation for entry by Staff within 72 hours after all necessary signatures of seller(s) have been obtained or the listing term beginning date whichever occurs last. Listings include but are not limited to:

- (a) Residential homes for sale; (Residential)
- (b) Two-family, three-family or four-family residential buildings for sale (Residential Income )
- (c) Condominiums
- (d) Land
- (e) Rental
- (f) Commercial for Sale
- (g) Business opportunity
- (h) Motel-Hotel
- (I) Mobile/Manufactured homes with deeded land
- (j) Mobile home parks

- (k) Commercial for Lease
- (l) Industrial
- (m) Equitable Interests in Purchase Contracts that are Assignable
- (n) Auction Properties (reserve if any, must not be higher than list price)
- (o) Boat Slips (with transferable interest)

**NOTE 1** The Corporation shall not require a Participant to submit listings on a listing agreement other than the listing agreement the Participant individually chooses to utilize provided the listing is of a type accepted by the Corporation, although a "Property Input Sheet" may be required as approved by the Corporation. However, the Corporation, through its legal counsel:

may reserve the right to refuse to accept a listing agreement which fails to adequately protect the interest of the public and the Participants

may assure that no listing form filed with the Corporation establishes, directly or indirectly, any contractual relationship between the Corporation and the client (buyer or seller).

The Corporation shall accept exclusive right to sell or lease listing contracts and exclusive agency sale or lease listing contracts and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the Corporation acting in a lawful brokerage relationship.

The Listing agreement must include the seller's authorization to submit the agreement to the Corporation. The Participant is required to submit a copy of the signed listing agreement and addenda, if any, to the Corporation upon request at any time. The different types of listing agreement include:

- (a) Exclusive right to sell
- (b) Exclusive agency

Brokers may not enter all office or company listings into the MLS under the broker's name. Listings represented by agents other than the broker must be entered into the NEFMLS system with the name of the agent representing the seller. Listings of agents that are members of a different MLS may not be entered into NEFMLS.

**Houses to be constructed.** Listings for builders' houses shall be entered into the system within 24 hours after listing with a Participant or when construction begins, whichever occurs last.

The Corporation shall not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

The exclusive right to sell listing is the conventional form of listing submitted to the Corporation in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker to offer cooperation and compensation on blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be

exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.

Non-representative or Limited Service listings may be Exclusive Right to Sell or Exclusive Agency but must be identified in the system with the appropriate code. These types of listings must provide that the Listing Broker, not the Seller, will cooperate with and compensate a cooperating broker.

## **TYPES OF PROPERTIES**

The types of properties referenced Section 1 a-1 are some of the types of properties which may be submitted to the Corporation and other types that may be filed with the Corporation at the Participant's option, provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

**NOTE 2** In rare instances listings of residential, multiple unit properties or land may be entered, with advanced approval of NEFMLS staff, more than once, as long as the opposite listing number is identified in the private remarks and NEFMLS is notified when the status is changed in order to delete any listing that expires or does not sell as listed. e.g.

	<b>Duplex:</b>	<b>Vacant Land:</b>	<b>Residential:</b>
Listing#1-	two units	both parcels	Residential and Commercial
Listing#2-	unit # A	parcel 1	“ “ Investment
Listing#3-	unit # B	parcel 2	“ “ Rental
Listing#4			“ “ Vacant Land

Condominiums may NOT be entered into more than one property type with the exception of rental. Townhouses MUST be listed under Residential as they're considered a style and not a property type. Land may not be entered into residential unless a habitable structure exists or the price includes a habitable structure (for example a spec home) that will be built on the lot at the price listed with the Corporation.

## **Coming Soon Listing Rules**

**DEFINITION** A Coming Soon listing is a property that is not officially on the market, has a fully executed listing agreement with a Coming Soon Addendum and will not be shown (rather it is a pre-marketing listing). The property will be actively listed for sale in the Northeast Florida Multiple Listing Service, Inc. (NEFMLS) system within 14 calendar days and one 7-day extension. Only Participants and Subscribers of NEFMLS will have access to the Coming Soon listing database through NEFMLS. Coming Soon listings will not be disseminated to the public in any manner or in any form through the NEFMLS system until the Coming Soon listing status is changed to Active. Coming soon listings will be searchable by NEFMLS members and will appear on the Hotsheet and in Tour/Open House if applicable.

## **Timing Considerations**

A required Start Date will automatically cause the Coming Soon Listing to change to Active status and initiate NEFMLS DOM (Days on MLS).

Agents may choose to activate the listing sooner by changing the Start Date.  
The timeframe allowed for a Coming Soon Listing is restricted to 14 days from date of entry.

The Start Date may be extended only once and must be completed by NEFMLS staff only after a valid reason has been provided in writing signed by the Seller.

Listing Brokers will be restricted from re-listing the same property as a “Coming Soon” listing until 45 days past Expiration Date.

This restriction does not apply to a new Listing Agreement with a different agent, office, broker, or company.

While photos are desired, they are not required until 14 days after the Coming Soon Listing is entered into NEFMLS or if made Active.

### **Documentation**

The Broker must have a signed Listing Agreement including the Coming Soon Addendum to the Listing Agreement.

NOTE: The existing Seller Waiver Addendum is now to be used exclusively for those listings where the SELLER truly does not want their property entered into NEFMLS.

### **Other Rules and Regulations**

If after a Listing Agreement is executed along with a Seller Waiver of Entry into the NEFMLS Addendum the Seller changes their mind and now wants the listing entered the broker/licensee should have the Seller execute the Change Authorization Amendment to Exclusive Right of Sale Listing Agreement.

The Coming Soon Listing cannot be shown or sold by any party including the listing brokerage until after the Coming Soon Listing Status has been changed to Active. Seller authorizes listing broker to withhold all offers to purchase until after the Coming Soon Listing status has been changed to Active in MLS system as stated in the required Coming Soon Addendum. Violation of this rule will result in an automatic Major Fine not to exceed \$15,000.

NEFMLS will not distribute Coming Soon Listings to any IDX/VOW/Syndication or other external website or product unless that vendor has contracted with NEFMLS for the authorized license to do so and approved by the NEFMLS Board of Directors.  
Once Active – the Property cannot be placed into Coming Soon again by the same licensee (agent) until after 45 days from the expiration date.

DOM will begin on the Start Date, the date the Coming Soon Listing status changes to Active. The Open House function can be implemented provided the Open House Date is on or after the Start Date.

Tour/Open House may be syndicated on or after the Start Date.

NEFMLS reserves the right to remove any Coming Soon Listing at any time for any reason and penalize or fine the Participant or Subscriber if they are found to be in violation of these Rules, Code of Ethics or Florida Real Estate License Law.

Section 1.1 **Listings Subject to Rules and Regulations of the Corporation.** Any listing taken on a contract to be filed with the Corporation is subject to the Rules and Regulations of the Corporation upon signature of the seller(s).

Section 1.2 **Detail on Listings Filed with the Corporation.** A Listing Agreement or Property Data Form and all data entered into the NEFMLS system by the listing broker or their representative shall be complete and accurate in every detail which is ascertainable per the Rules and definitions established by the Corporation, including without limitation selecting all required and applicable fields and details. Multiple Listing Services may in the future, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations.

All owner contact or other information in private remarks must include first name, last name, phone number and title or interest disclosed. Exceptions include builder name or website and HUD websites. Names of real estate licensees (licensee(s)) other than the listing licensee are not permitted.

All listings, with the exception of Commercial for Sale and Commercial for Lease, must contain a minimum of one photo which is an accurate representation of the property. The photo must show a majority of the total home/building/lot including a front exterior photo or rendering for Residential, Residential Income, and Residential Lease. Front photos of the Condominium unit is acceptable as well as a photo or a map for Vacant Land.

An "Open House" entered into the NEFMLS system is defined as a single marketing event, occurring on a specific day, for a specific limited period of time during which a licensee or their representative will be at the property and the property is available for public viewing. Properties in gated communities requiring appointments or showings "by appointment" are not an Open House under this definition.

Only marketing, description and condition of the property is permitted in Public Remarks. No information regarding compensation or bonuses offered to cooperating broker may be entered in the Public Remarks but may be in Private Remarks.

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

Section 1.2.0 **Accuracy of Listing Data.** Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

Section 1.3 **Voluntary/Mandatory System.** It is mandatory for a Participant to deliver all of the Participant's listings as identified in Section 1(a) through 1(o) to the Corporation. Cooperation is the norm expected of all Participants as expressed in Article 3 of the REALTOR Code of Ethics.

If the seller refuses to allow the Participant to enter the listing into the system, the Participant must have the seller sign a document acknowledging that it is in the seller's best interest. The Participant must maintain the seller's signed document in the Participant's file, in which event the Participant shall not be required to enter that listing into the system. A copy of the seller's signed document may be requested as proof by the Corporation at any time.

If the owner chooses not to include or chooses to delay entry of a property listing into the NEFMLS system a copy of the document titled SELLER'S WAIVER OF ENTRY INTO THE NEFMLS ADDENDUM TO THE EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT (addendum) must be sent to NEFMLS.

This is an addendum to the Listing Agreement between the Seller and the Listing Broker. All information and signatures are required. A complete and signed copy of this addendum must be filed with NEFMLS. This Waiver of Entry into the NEFMLS Addendum is mandatory and must be signed and submitted to NEFMLS within 24 hours of the Listing Date term and emailed to: [listingwaiver@realMLS.com](mailto:listingwaiver@realMLS.com)

**Note:** The listing broker will not be in compliance with the NEFMLS Rules and Regulations until a copy of the completed addendum is received by NEFMLS. For statistical purposes, NEFMLS Rules and Regulations allow for (but do not require) the entry of sold properties listed by an NEFMLS Participant but withheld from publication in the NEFMLS within 30 days of closing.

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

Participants may not enter all office listings into the NEFMLS system under the broker's name. Only the broker's personal listings may be entered in the brokers' name. Listings represented by licensees other than the broker must be entered into the NEFMLS system with the name of the licensee representing the seller and the licensee representing the seller must be paid to be a member of NEFMLS. Listings of licensees that are members of a different MLS may not be entered into NEFMLS.

Section 1.4 **Change of Status of Listing.** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be delivered or entered with the Corporation within 72 hours after notice of the change is received by the listing broker for staff loaded listings and within 24 hours for broker loaded listings.

Section 1.5 **Temporarily Withdrawn from the Market.** Listings of property may be withdrawn from active status by the listing broker before the expiration date of the listing agreement provided written notice is filed with the Corporation. If a listing must be temporarily withdrawn from the NEFMLS system or is temporarily unavailable for showings for more than 48 hours, the listing must be placed into temporarily withdrawn status. Temporarily withdrawing the listing shall not affect the contractual listing date between the broker and the seller.

Sellers do not have the unilateral right to require the Corporation to withdraw a listing without the listing broker's concurrence. However, when a seller can document that their exclusive relationship with the listing broker has been terminated, the Corporation may expire, delete, or temporarily withdraw the listing at the request of the seller.

Section 1.6 **Contingencies Applicable to Listings.** Any contingency or conditions of any term in a listing shall be specified with a CTG status code, the date the contingency expires and

shall be noticed to the Participants in the fields provided. The system default will include contingents in active listing searches. However, users of the system may exclude contingent listings from their search criteria. If a listing is not available for back-up contracts and the owner does not desire showings to continue, that listing must be placed in pending.

Section 1.7 **Listing Price Specified.** The full gross listing price stated in the listing contract will be included in the information published in the Corporation's compilation of current listings unless the property is subject to auction. Auction full gross list price must represent the minimum price the seller is willing to accept and must be greater than or equal to the reserve.

**NOTE 3** The seller always has the right to reject all offers although the seller may be obligated to pay commissions, fees and other damages.

Section 1.8 **Listing Multiple Unit Properties.** All properties which are to be sold or leased or which may be sold or leased separately must be indicated individually in the listing and on the Property Data Form. When part of a listed property has been sold or leased, notification should be given to the Corporation by the Participant within 24 hours after the execution of a sales agreement.

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

Section 1.10 **Expiration, Extension, and Renewal of Listings.** All extensions beyond the initial period must be signed by the Owner.

Section 1.11 **Termination Date on Listings.** Listings filed with the Corporation shall bear a definite and final termination date as negotiated between the listing broker and the seller.

Section 1.12 **Service Area.** All listings of the designated types of property identified in Section 1 Listing Procedures located within the Corporation's service area, State of Florida, are required to be submitted to the Corporation. Listings of properties located outside the service area will be accepted if submitted voluntarily by a Participant but cannot be required by the Corporation.

Section 1.13 **Listings of Suspended Participants.** When a Participant is suspended from the Corporation for failing to abide by a participation duty (i.e., violation of the Corporation's Bylaws, the Corporation's Rules and Regulations, and, for Participants who are members of a Shareholder, violation of the Code of Ethics, all as may be amended from time to time, or other participation obligations as may be adopted by the Corporation's Board of Directors from time to time), except failure to pay appropriate dues, fees or charges, all listings currently filed with the Corporation by the suspended Participant shall, at the Participant's option, be retained in the Corporation until sold, withdrawn, or expired, and shall not be renewed or extended by the Corporation beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Corporation for failure to pay appropriate dues, fees, or charges, the Corporation is not obligated to provide services, including continued inclusion of the suspended Participant's listing in the Corporation's compilation of current listing information. Prior to any removal of a suspended Participant's listings from the Corporation, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise their clients. This section applies to NEFMLS-Only brokers and their

licensees as well.

Section 1.14 **Listings of Expelled Participants.** When a Participant is expelled from the Corporation for failing to abide by a participation duty (i.e., violation of the Corporation's Bylaws, the Corporation's Rules and Regulations, and, for Participants who are members of a Shareholder, violation of the Code of Ethics, all as may be amended from time to time), or other participation obligations as may be adopted by the Corporation's Board of Directors from time to time), except failure to pay appropriate dues, fees or charges, all listings currently filed with the Corporation shall, at the expelled Participant's option, be retained in the Corporation until sold, withdrawn, or expired, and shall not be renewed or extended by the Corporation beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Corporation for failure to pay appropriate dues, fees, or charges, the Corporation is not obligated to provide services, including continued inclusion of the expelled Participant's listings in the Corporation's compilation of current listing information. Prior to any removal of an expelled Participant's listings from the Corporation, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise their clients. This section applies to NEFMLS-Only brokers and their licensees as well.

Section 1.15 **Listings of Resigned Participants.** When a Participant resigns from the Corporation, the Corporation is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the Corporation's compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Corporation, the resigned Participant should when possible, be advised in writing of the intended removal so that the resigned Participant may advise their clients.

Section 1.16 **Property Addresses.** At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Except for Commercial for Sale and Commercial for Lease listing).

Section 1.17 **Co-Listings.** Co-listings, defined as where the seller agrees to pay a commission to two or more different listing brokers who are members of another REALTOR-owned MLS in the state of Florida, are not exclusive listings and are not accepted in NEFMLS, unless all listing brokers are identified in the listing agreement in which event co-listings are permitted. Co-listings between participating NEFMLS brokers are permitted. Co-listings between or among an NEFMLS Participant broker and non-NEFMLS brokers who are members of another Realtor-owned MLS in the state of Florida are permitted under the following conditions:

1. The non NEFMLS broker has agreed affirmatively in writing to guarantee compensation to the NEFMLS broker. NEFMLS reserves the right to request a copy of the listing agreement at any time.
2. The number of co-listings per non NEFMLS broker office does not exceed 5 active listings at any given time.

## **SELLING PROCEDURES**

Section 2 **Showings and Negotiations.** Participants shall not misrepresent the availability of access to show or inspect any listed property. All Active status listings MUST be immediately available for showings and throughout the listing's time in Active status. If a listing is unavailable for showings the listing must be placed into temporarily withdrawn status. (See Section



1.5) Appointments for showings and negotiations with the seller or lessor for the purchase or lease of listed property filed with the Corporation shall be conducted through the listing broker except under the following circumstances:

(a) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly with the seller, or

(b) After reasonable effort, the cooperating broker cannot contact the listing broker or their representative. However, if instructed by the seller in writing, the listing broker may preclude such negotiations by the cooperating broker.

Section 2.1 **Presentation of Offers.** The Listing Broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so.

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

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

Section 2.3 **Right of Cooperating Broker in Presentation of Offer.**

Cooperating Participants or their representatives have the right to participate in the presentation to the seller or lessor of any offer they secure to purchase or lease. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers. Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

Section 2.4 **Rights of Listing Broker in Presentation of Counter-Offers.** The listing broker or their representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee unless 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.

Section 2.5 **Reporting Sales to the Service.** Status changes, including without limitation, the fact of execution of a sales contract or lease and final closing of sales, shall be reported to the multiple listing service by the listing broker within 24 hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the Corporation within 24 hours after receiving notice from the cooperating broker.

**NOTE 4** The listing agreement of a property filed with the Corporation by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the Corporation; to provide timely notice of status changes of the listing to the Corporation; and to provide sales information including selling price to the Corporation upon sale of the property. If deemed desirable by the Corporation to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the Corporation to its Participants.

Section 2.6 **Reporting Resolutions of Contingencies.** The listing broker shall report to the Corporation within 24 hours that a contingency on file with the Corporation has been fulfilled or renewed, or the agreement canceled.

Section 2.7 **Advertising of Listing Entered with the Corporation.** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker except as provided in these Rules and Regulations.

Section 2.8 **Reporting Cancellation of Pending Sale.** The listing broker shall report to the Corporation the cancellation of any pending sale or lease within 24 hours for broker loaded listings and 72 hours for staff loaded listings and the listing shall be reinstated immediately.

Section 2.9 **Disclosing the Existence of Offers.** Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose if asked whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

Section 2.10 **Availability of Listed Property.** Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

### **Section 3. [Purposely omitted]**

## **PROHIBITIONS**

Section 4 **Information for Participants Only.** Any listing entered with the Corporation shall not be made available to any broker or firm who is not a Participant of the Corporation without the prior consent of the listing broker.

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

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

Section 4.3 **Security.** No lockbox, alarm, gate, or security access codes shall be published anywhere within the listing including but not limited to directions, public or private remarks and sellers contact info.

Section 4.4 **Solicitation of Listing Entered with the Corporation.** Participants shall not solicit a listing on property filed with the Corporation unless such solicitation is consistent with the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations for Participants who are members of a shareholder of the Corporation, or in the case of a nonmember Participant, is consistent with Section 15 (H) hereof. This section is intended to encourage sellers to permit their properties to be entered with the Corporation by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration. Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through Corporation entry of the date the listing will expire and desire to substitute their selves for the present broker.

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

This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to the Code of Ethics for Participants who are members of a Shareholder of the Corporation, or in the case of nonmember Participants, under the circumstances recognized by Section 16.4 hereof.

Section 4.5 **Services Advertised as “Free”.** MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services.

Section 4.6 **Use of the Terms NEFMLS, MLS and Multiple Listing Service.** No Participant, Subscriber or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is a multiple listing service (MLS), or that they operate a multiple listing service. Participants, Subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to multiple listing service databases, or that consumer’s or others are able to search multiple listing service databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under the Corporation’s rules to provide to clients or customers is available on their websites or otherwise.

## **DIVISION OF COMMISSIONS**

Section 5 **Cooperative Compensation Specified on each Listing.** The listing Participant shall specify on each listing entered with the Corporation, the compensation offered to other Corporation Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker’s performance as the procuring cause of sale (or lease). The listing broker’s obligation to compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through the Corporation would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to,

why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

**NOTE 5** In entering a property with the Corporation the Participant is making blanket unilateral offers of cooperation to the other Participants and shall therefore specify on each listing entered with the Corporation the compensation being offered to the other Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what their compensation shall be prior to their endeavor to sell. \*

\* The compensation specified on all listings including rentals (05/19/04) published with the Corporation shall appear in one of two forms. The essential and appropriate requirement by the Corporation is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of submitting an offer to purchase. The compensation specified on listings published by the Corporation shall be shown in one of the following forms:

1. By showing a percentage of the gross final selling price.
2. By showing a definite dollar amount.

The listing broker retains the right to determine the amount of compensation offered to other Participants, which may be the same or different to other Participants.

This shall not preclude the listing broker from offering any Participant compensation other than the compensation indicated on their listings as published by the Corporation provided the listing broker informs the other broker in writing in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Corporation. Any superseding offer of compensation must be expressed as either a percentage of the gross final sales price or as a flat dollar amount.

The Corporation shall not have a rule or policy requiring the listing broker to disclose the amount of total negotiated commission on their listing contract, and the Corporation shall not publish the total negotiated commission on a listing which has been submitted to the Corporation by a Participant. The Corporation shall not disclose in any way the total commission negotiated between the seller and the listing broker.

**NOTE 6** The listing broker may, from time to time, adjust the compensation being offered to other Participants for their services with respect to any listing by advance published notice to the Corporation so that all Participants will be advised.

**NOTE 7** The Corporation shall make no rule or policy on the division of commissions between Participants and non-participants. Division of commissions shall remain at all times solely the responsibility of the listing broker.

**NOTE 8** Only in instances where the gross commission established in the listing contract may be subject to final approval of a lender, other encumbrance holders, and/or court, is the Listing broker permitted to communicate to potential cooperating brokers that compensation payable to cooperating brokers may be reduced. Additionally, in such instances, either the maximum potential reduction in compensation payable to cooperating brokers, or the method by which the potential reduction in compensation will be calculated, must be clearly communicated in the Rules and Regulations of the Northeast Florida Multiple Listing Service, Inc. Last Revised October 18, 2023 **Page 12 of 43**

Corporation's private remarks to potential cooperating brokers prior to the time the cooperating broker submits an offer that ultimately results in a successful transaction but no later than 24 hours of receipt of notification from the lender.

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

**NOTE 9** Nothing in these NEFMLS rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

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

Section 5.2 **Participant as Purchaser.** If a Participant or any licensee (including licensed and certified appraisers and appraiser trainees) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

Section 5.3 **Dual or Variable Rate Commission Arrangements.** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the Corporation. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

Nothing in these NEFMLS rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

Section 5.4 **Display of Listing Broker's Offer of Compensation.** Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.

## **CHARGES, FEES, DEPOSITS AND PENALTIES**

Section 6 **Charges, Fees, Deposits and Penalties.** NEFMLS may assess charges, fees, deposits and penalties to defray costs, and those are subject to change from time to time as adopted

by the Board of Directors of the Corporation. The charges, fees, deposits and penalties shall be published by the Corporation from time to time in its Policy Manual.

Anyone who has been a member in good standing of NEFMLS within the preceding 24 months shall not pay a new application fee.

A reinstatement fee may be charged for anyone terminating membership and rejoining within 12 months.

(a) Initial Fees: An applicant for membership as a Participant, NON-Member Broker or Subscriber in the Corporation shall pay fees and such fees shall accompany the application.

(b) Annual Membership Fee: The annual membership fee (dues) of each Participant, NON-Member Broker and Subscriber shall be an amount determined by the Board of Directors of the Corporation times the number of salespersons and licensed or certified appraisers employed by or affiliated as an independent contractor with such Participant or NON-Members Broker who have access to and use of the services provided by the Corporation, whether licensed as a broker, salesperson, or licensed or certified appraiser. Annual payment of such fees shall be made on or before the first day of each July to the Corporation. Fees shall be prorated on a monthly basis.

(c) Other Users: Other fees may be charged for other services supplied to non-licensees, for example personal assistants and appraiser trainees who have access to and use services supplied by the Corporation. Affiliate members of the Shareholder(s) may have access to tax and comp data (solds), but not actives, for a fee. The second and each additional affiliate within the initial company may have the same access for a fee equal to that of subscribers of a broker Participant. Other miscellaneous fees may be established from time to time.

The Corporation shall publish and otherwise make its fee schedule(s) available to Participants, NON-Member Brokers, Subscribers, applicants and other users, as amended from time to time. Makers of returned checks may be charged the maximum amount allowed by law. Any participation other than annual, including participation status change, shall be prorated.

(d) A no-cost waiver of NEFMLS fees, dues, and charges for any licensee or licensed or certified appraiser is available for those that can demonstrate a current paid subscription to a different MLS where the Participant is a member. NEFMLS may require the Participant to sign a certification for nonuse of any and all NEFMLS services by their licensees. This Certification may include termination of the waiver and additional fees and penalties if violated.

NEFMLS may charge Participants and Subscribers not holding primary or secondary membership in the Northeast Florida Association of Realtors®, Inc. (NEFAR) a different amount than charged to members of NEFAR, provided that such charge is reasonably related to the actual costs of serving those non-NEFAR members.

## **COMPLIANCE WITH RULES AND REGULATIONS**

Section 7 **Compliance with Rules and Regulations/Authority to Impose Discipline.**  
By becoming and remaining a Participant or Subscriber in the Corporation, each Participant and Subscriber agrees to be subject to the Rules and Regulations and any other Corporation governance provisions, the enforcement of which are at the sole discretion of the Board of Directors. The Corporation may, through the administrative and hearing procedures established in these Rules and Regulations, impose discipline for violations of the Rules and Regulations and other Corporation governance provisions. A Participant, Subscriber or user can be placed on probation. Probation is not a form of discipline. When a Participant, Subscriber or user is placed on probation the discipline is held in abeyance for a period of time not longer than one (1) year. Any subsequent finding of a violation of the NEFMLS Rules and Regulations during the probationary period may, at the

discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at the Corporation orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000 as specified in the Policy Manual
- e. suspension of Corporation rights, privileges, and services of the Corporation for not less than thirty (30) days nor more than one (1) year
- f. termination of Corporation rights, privileges, and services of the Corporation with no right to reapply for a specified period not to exceed three (3) years
- g. for failure to pay any service charge or fee within 45 days of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full

**NOTE 10** Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the Corporation.

**NOTE 11** MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20)

Section 7.1 **Applicability of Rules and Regulations to Users and/or Subscribers.** Non-principal brokers, real estate licensees, appraisers, and others authorized to have access to information published by the Corporation (collectively "Subscribers" or "users") are also subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or Subscriber has signed an agreement acknowledging that access to and use of multiple listing service information is contingent on compliance with the Rules and Regulations. Further, failure of any user or Subscriber to abide by the Rules and Regulations/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant. Subscribers' rights to use the services of the Corporation shall be terminated during the period of suspension or termination of the Participant of the firm, partnership, or corporation with which the Subscriber is associated.

## **MEETINGS**

Section 8 **Meetings.** All meetings of Shareholders or of the Board of Directors of the Corporation for transaction of business of the Corporation shall be held in accordance with the

provisions of the Bylaws of the Corporation. The Board of Directors may also convene meetings of the Participants as the Board deems advisable in order to receive input from Participants.

## **ENFORCEMENT OF RULES OR DISPUTES**

Section 9      **Consideration of Alleged Violations.** The Corporation shall give consideration to all written, signed complaints against Participants and/or subscribers having to do with a violation of the Bylaws or Rules and Regulations of the Corporation. By becoming and remaining a Participant, each Participant agrees to be subject to the Bylaws and Rules and Regulations, the enforcement of which are at the sole discretion of the Board of Directors. These rules and regulations are established to give the public the best possible service and to provide proper and equitable cooperation among Participants.

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

If the alleged offense is a violation of the Rules and Regulations or Bylaws, and involves a charge of alleged unethical conduct (unethical conduct being deemed to include but not be limited to a violation of the Standards of Conduct herein) the Board of Directors shall refer the complaint to the Association of REALTORS® to which the Participant or Subscriber is a member for action in accordance with procedures under the terms of the Bylaws of that Association.

If the alleged offense is a violation of the Rules and Regulations or Bylaws of the Corporation and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the NEFMLS Board of Directors, and if a violation is determined, the NEFMLS Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Misuse and Abuse Reporting Committee in accordance with the Bylaws and Rules and Regulations of the Corporation within twenty (20) days following receipt of the directors' decision.

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

If a Participant or Subscriber resigns from a REALTOR® association/board or otherwise causes membership to terminate with an ethics complaint pending, the complaint shall be processed until the decision of the REALTOR® association/board with respect to disposition of the complaint is final by the REALTOR® association/board or by any other REALTOR® association/board in which the respondent continues to hold membership. If an ethics respondent resigns or otherwise causes membership in all REALTOR® association/boards to terminate before an ethics complaint is filed alleging unethical conduct occurred while the respondent was a REALTOR®, the complaint, once filed, shall be processed until the decision of the REALTOR® association/board with respect to disposition of the complaint is final. In any instance where an ethics hearing is held subsequent to an ethic respondent's resignation or membership termination,



any discipline ratified by the REALTOR® association/board shall be held in abeyance until such time as the respondent rejoins a REALTOR® association/board.

**If the Participant or subscriber against whom the complaint is made is not a member of an Association of REALTORS®, then the following shall apply.**

**Non-REALTOR® Member Participants or Subscribers.** In any hearing convened to consider alleged violations of ethical membership duties, the ultimate burden of proving the violation, is at all times on complainants. The standard of proof by which alleged violations of ethical membership duties are determined shall be "clear, strong and convincing." Clear, strong and convincing shall be deemed to mean that measure or degree of proof which will produce a firm belief or conviction as to the allegations sought to be established. When an ethics complaint and an arbitration request are filed at the same time arising out of the same facts and circumstances, the arbitration hearing shall be held first.

If a complaint is filed against a Participant or Subscriber who is not a member of an Association or Board of Realtors, the President of the Corporation shall appoint a hearing panel from among the Corporation's membership. The panel shall consist of not more than five (5) or less than three (3) people, at least one of whom shall be a member of the Corporation but shall not be a member of an Association or Board of Realtors unless none is willing to serve.

The President shall designate one of the persons on the hearing panel as Chairperson of the hearing panel. If the complaint is from a member of the public and is vague or does not allege violations of the Standards of Conduct or other ethical obligations contained in these Rules, the Chairperson of the hearing panel may assign a member of the Complaint Committee who is not on the hearing panel to help the complainant draft a complaint in proper form. Only one person associated with any firm, partnership or corporation may serve on the hearing panel and no person associated with the same firm, partnership or corporation as the respondent or complainant may serve on the hearing panel. In addition, no person shall serve on the hearing panel in any case in which the person is related by blood or marriage to either the complainant or the respondent, or is an employer, partner, employee, or in any way associated in business with either the complainant or respondent, or is a party to the hearing or a party or witness to any other pending case involving a party to the hearing. Before sitting in any case, each member of the hearing panel shall sign a statement that they are not disqualified for any of the foregoing reasons and that they know of no other reason that might prevent them from rendering an impartial decision. The hearing panel members shall not discuss the hearing panel proceedings or deliberations with any person, except as required by the Board of Directors of the Corporation, the Bylaws, or by law, or where the dissemination of the decision to individuals who have some knowledge of the proceeding might vindicate a Participant or Subscriber's professional reputation or where there is a civil proceeding involving the same facts and circumstances which gave rise to the proceeding before the hearing panel. However, failure of confidentiality shall not invalidate the proceedings or the decision. Any party may file with the Corporation a written request for disqualification of a member of the hearing panel, stating the grounds alleged as the basis for disqualification. Challenges submitted for ethics hearings will be determined by the other members of the hearing panel. A party shall be deemed to have waived any grounds of disqualification of which the party then has knowledge unless the party files the request within ten (10) days from the date a list of names of members of the hearing panel has been mailed to the party. However, any member of the hearing panel may be disqualified at any time if a majority of the members of the hearing panel are made aware of any grounds of automatic disqualification of a member of the hearing panel or find any new or previously undiscovered facts which in their judgment may prevent a member of the hearing panel from rendering an impartial

decision. If a member of the hearing panel fails or is unable to participate in a hearing, the remaining members of the hearing panel may, at their option, but only with the express consent of the parties, proceed with the hearing; otherwise the hearing panel shall be postponed until the hearing panel member is replaced by the President of the Corporation. If a 5-member panel is appointed and one (1) panel member is not present the President may choose to remove one (1) of the remaining panel members who is a Realtor. Only the remaining members of the hearing panel may participate in the hearing and the determination thereof. If any member of the hearing panel must be absent during the progress of the actual hearing, the individual shall likewise not participate in the deliberation or determination thereof. Any action by the hearing panel dismissing the complaint as unworthy of further consideration may be appealed to the Board of Directors within 20 days from receipt of the dismissal notice. However only the information which was available to the hearing panel when it made its decision will be presented to the Directors and considered with the appeal and the complainant and the respondent do not have the right to appear at the hearing before the Directors. If the Directors determine that the complaint was improperly dismissed, they shall refer it back to the hearing panel for a hearing. If an ethics respondent resigns or otherwise causes participation in the Corporation to terminate after an ethics complaint is filed but before final action is taken by the Board of Directors, the hearing process shall be suspended until such time as the respondent applies to rejoin the Corporation as a Participant.

If the hearing panel finds a complaint to be worthy and instructs the Corporation Chief Executive Officer (CEO) to arrange a hearing, the CEO shall serve a copy of the complaint on each party complained of (the respondent) and notify the respondent that the respondent may file a written reply to the CEO within 10 days. The hearing panel may accept late filing of a reply at its discretion. The Corporation shall provide a copy of the reply, if any, to the complainant within 10 days after it receives same. The CEO shall also provide copies of the complaint and reply, if any, to the Corporation President. The CEO shall promptly mail to each of the parties a list of names of members of the hearing panel. Any hearing panel must have an odd number of members. If challenge to members of the hearing panel results in less than 3 members to constitute a hearing panel, the President may appoint other qualified Participants or Subscribers from the Complaint Committee to serve as panel members, or if there are no such qualified Participants or Subscribers on the Complaint Committee, the President may appoint them from other Participants and Subscribers of the Corporation. The Chairperson of the hearing panel shall designate the time and place of the hearing and the CEO shall notify the complainant and the respondent thereof. An appearance at a hearing without objection by a party will constitute a waiver of any defective notice of hearing. The Chairperson of the hearing panel shall prescribe any procedures for the hearing not inconsistent with these Rules and Regulations. After the hearing panel is convened, the complaint may be withdrawn by the complainant only with the hearing panel's approval. At any time prior to the hearing, the complainant may file an amended complaint and the respondent shall be notified thereof, given a copy and provided an opportunity to file an amended response. In the event that the complaint scheduled for a hearing is from a member of the public who refuses or is unable to attend the hearing, the hearing panel may conduct the hearing but shall give due consideration to the lack of evidence presented at the hearing from the complainant.

The parties to ethics are primarily responsible for the production of witnesses and evidence they intend to present to the hearing panel. If a Participant or Subscriber is called as a witness and refuses to appear at the scheduled hearing, the witnesses' failure can be the basis for a charge of unethical conduct. Every party may be represented by legal counsel. In the event parties do not give 10 days advance notice of their intention to have counsel, the hearing panel shall take all steps necessary to guarantee the rights of all parties to representation by counsel, including continuance of the matter. The hearing panel may have counsel present to advise it on issues of procedure and law. Each party may have witnesses present at the hearing and the hearing panel may summon its own witnesses. All witnesses will be excused from the hearing after completion of their testimony.

and cross examination. Any party who intends to call witnesses at the hearing must provide the hearing panel and all other parties with the names of these witnesses at least 10 days prior to the hearing. Failure to provide this information within the 10 days shall constitute a waiver of the right to call those witnesses at the hearing unless the other party agrees to allow their testimony. However, if the hearing panel believes that the testimony of that witness is essential to ensure due process, that witnesses' testimony may be permitted provided the other party has the right to request that the hearing be recessed and continued to a date certain not less than 10 days later.

At any ethics hearing every party has the right to present any witnesses, to submit any evidence pertinent to the case and to cross examine witnesses. Witnesses giving oral testimony shall be sworn in by the Chairperson of the hearing panel. Before permitting testimony relating to the character or general reputation of anyone, the hearing panel shall satisfy itself that the testimony has a direct bearing on the case at issue. The Corporation shall, and any party may, at their own expense, have a recorder or court reporter present at the hearing or may tape record the proceeding, and if a party has it transcribed, that party shall present a copy to the Corporation. Appeals to the Board of Directors may not be recorded in any manner by any party. Copies of any tape recording or transcript prepared from any tape recording of the hearing are to be used only for the purpose of appeal. Any party to a hearing has the right to obtain a copy of the Corporation's official tape recording, subject to payment of the Corporation's duplication cost, and any duplication will be conducted under the supervision of the Corporation. If the Corporation transcribes its official tape recording, any party to the hearing may obtain a copy of the transcript, subject to paying the Corporation's transcription cost. If more than one party requests copies of the transcript, the Corporation's costs will be apportioned between the requesting parties. Attendance at any hearing is limited to the parties and their respective counsel, witnesses (who are excused from the hearing except during their testimony), the hearing panel members, including alternates, the Corporation's staff and/or counsel, any court reporter as requested, and if the ethics respondent is a Subscriber, then the Participant with whom the Subscriber is associated.

Any notice required to be given or paper required to be served or filed may be given by personally handing it to the party to be notified or by registered or certified mail addressed to the party's last known mailing address. If mailed by registered or certified mail, any notice required to be given or paper required to be served or filed shall be deemed given, served, or filed when so mailed. Notice of hearing shall include the names of the members of the hearing panel and shall be given not less than 10 days before the hearing. No minimum notice is required for rescheduling postponed or adjourned hearings.

Every Participant and Subscriber, for and in consideration of their right to invoke arbitration proceedings and to initiate complaints against other Participants and Subscribers, hereby waives any right of action against the Corporation, its officers, directors, employees, attorneys and the members of the hearing panel, arising out of any decisions, determinations or other action taken or rendered under these procedures in the absence of willful or wanton misconduct. Further, as a condition of continued participation, every Participant and Subscriber expressly waives any cause of action for libel, slander, or defamation that might arise from the filing or consideration of any ethics complaint or arbitration request.

All communications to the Corporation concerning ethics complaints and arbitration matters shall be directed to the Corporation CEO. The CEO shall furnish required forms, if any, and shall receive and file all documents or other papers and shall receive all fees and disburse all monies payable to the Corporation.

The decision of the hearing panel for ethics matters shall be by simple majority vote and in writing and shall contain findings of fact, and for ethics complaints, a statement of the disciplinary action recommended to the Board of Directors, if any. The decision of the hearing panel shall be

filed with the CEO within 10 days after the hearing panel's decision is final. Any member of the hearing panel not voting with the majority may dissent from all or any portion of the findings or decision and may file a dissent in writing with the CEO for consideration by the Directors. In the event the Respondent is found in violation, the hearing panel may, at its discretion, consider all records of previous violations and sanctions imposed, if any, in the respondent's file recommending discipline. The CEO shall transmit the copy of the decision to the complainant and the respondent within 10 days after the CEO has received the hearing panel's decision in writing, except that reasonable delays shall not invalidate the procedures nor the decision. Within 10 days after the decision has been transmitted to the respondent by the CEO, the complainant or the respondent may petition for an appeal to the Board of Directors, solely on the grounds of newly discovered material evidence which could not with reasonable diligence have discovered, or based on alleged procedural deficiencies or other lack of procedural due process that may have deprived the complainant or respondent of a full and fair hearing. If no appeal is filed, the Directors shall adopt the hearing panel's findings of facts and shall impose discipline taking into account the recommendation of the hearing panel. All requests for appeals must be in writing and sent to the attention of the CEO of the Corporation. An appeal must be accompanied by a deposit in the sum of \$450.00 and must clearly indicate the basis on which it is founded. When a request for an appeal is received, the CEO shall immediately send a copy to the other party and notify all parties at least 10 days in advance of the time and place of hearing by the Directors and bring the matter before the Directors for a hearing at their next regular meeting or at a special meeting called for that purpose. At the hearing before the Directors, the Chairperson of the hearing panel shall present a transcript of the case or if there is none, shall summarize the case. Either party shall be entitled to offer corrections to the summary. Either party may present to the Directors reasons why the hearing panel's recommendation should be followed or not, but only on the grounds herein above stated. The Directors shall render their decision on the appeal promptly and in writing. The Directors may refer the decision back to the hearing panel for a new hearing if they are concerned with substantial procedural deficiency. If the recommendation of the hearing panel is adopted, the money deposited by the appellant shall pass into the general treasury of the Corporation. If the recommendation is rejected, the deposit shall be returned to the party who made the deposit. If the recommendation is modified, the Directors shall determine the disposition of the deposit. Any Director not concurring with the decision of the Directors shall be entitled to file a dissenting opinion. Under no circumstances may the discipline exceed that recommended by the hearing panel. The decision of the Directors is final and each Participant and Subscriber by becoming and remaining a Participant or Subscriber agrees not to seek review in any court of law in the absence of willful or wanton misconduct. If the respondent is currently on probation as a result of an earlier proceeding, the Directors shall also determine whether to impose the discipline that was held in abeyance during the probationary period. Appeals to the Board of Directors may be heard by a panel of Directors appointed by the President for that purpose. Five Directors shall constitute such an Appeal Panel and shall act on behalf of the Board of Directors. The decision of the Appeal Panel shall be final and binding and shall not be subject to further review by the Board of Directors.

If the Board of Directors has reason to believe that the imposition of a proposed sanction will become the basis of litigation in a claim for damages, it may specify that the discipline shall become effective upon entry of the final judgment of a court of competent jurisdiction in a suit by the Corporation for declaratory relief determining that the discipline proposed violates no rights of the Participant or Subscriber.

**Power to Take Disciplinary Action.** After a hearing before the hearing panel as provided herein, and after receiving the recommendation from the hearing panel, the Directors of the Corporation may take disciplinary action against any Participant or subscriber:

- (a) For violation of any Standard of Conduct contained in the Rules and

Regulations or ethical membership duty;

(b) On the Participant or Subscriber being convicted, adjudicated or otherwise recorded as guilty by a final judgment of any court of competent jurisdiction of a felony or a crime involving moral turpitude or of being determined by the Florida Real Estate Commission to have violated a provision of the Florida Real Estate License Law (Florida Statute 475) or any applicable regulation;

(c) For any act of any persons who are not themselves Participants or Subscribers but are employed by or associated with a Participant as an independent contractor. Lack of knowledge by the Participant of such independent contractor's conduct shall only go to mitigate the discipline imposed.

In any proceeding where the Participant is not joined in the complaint as a respondent, the Participant nonetheless retains the right to be present during the proceeding or may be required by the hearing panel to attend the proceeding. At the request of the respondent, the Participant may consult with or testify on behalf of the respondent. In all instances, the Participant shall receive copies of the complaint and response, be provided with notice of the hearing, may be called as a witness and shall receive copies of the hearing panel's decision and recommendation and the Board of Directors' action thereon. If an appeal is requested, the Participant shall receive copies of the requests, be provided with notice of the hearing, have an opportunity to be present, and receive a copy of the final action by the Directors.

In the event the respondent named in any complaint is involved in any criminal proceeding arising out of the same facts, the complaint shall not proceed to a hearing but rather shall be held in abeyance until the pending criminal proceedings have been concluded. In the event the respondent named in any complaint is involved in civil litigation or in any proceeding before the Florida Real Estate Commission or any other state or federal regulatory or administrative agency in a matter arising out of the same facts giving rise to the complaint, the complaint may, at the discretion of the hearing panel, proceed to a hearing after consultation with the Corporation's legal counsel.

**Imposition of Discipline.** At the conclusion of the hearing and after deliberation by the hearing panel, the hearing panel shall recommend to the Board of Directors of the Corporation in writing the disciplinary action, if any that should be taken against the respondent. Disciplinary action may consist of any of the actions contained in section 7 hereof.

The Directors shall give written notification to the parties to the ethics complaint of the findings of the hearing panel and the imposition of sanctions, if any, within 20 days from the conclusion of the hearing by the hearing panel. In the case of arbitration, the Directors shall provide written notice to the parties of the decision of the Directors after consideration of the findings by the hearing panel within 20 days after the conclusion of the hearing by the hearing panel.

**Arbitration.** As used herein the term "dispute" means a controversy arising out of a real estate transaction and all of the related agency, transaction broker, non-representative relationship and subagency questions as between real estate agents and their clients or customers in the contractual matters arising out of their relationship with customers or clients. The terms "dispute", "controversy", and "arbitrable" manner" are defined synonymously as those contractual issues and questions, including entitlement to commissions or compensation that arise out of the business relationships between real estate agents and between real estate agents and their clients and customers.

By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with NEFMLS Participants in different Rules and Regulations of the Northeast Florida Multiple Listing Service, Inc. Last Revised October 18, 2023 Page 21 of 43

firms arising out of their relationships as NEFMLS Participants, subject to the following qualifications.

a. If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of REALTORS®.

b. If the disputants are members of different associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Florida Association of REALTORS®.

**Interboard Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular association of REALTORS®.

**Awards:** The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of NEFMLS rules and may subject the participant to disciplinary action at the sole discretion of NEFMLS.

Contractual disputes between Participants who are members of an Association or Board of Realtors or between a Participant who is a member of an Association or Board of Realtors and a Participant who is not a member of an Association or Board of Realtors or between non-member Brokers shall be settled through the arbitration process as provided in the Code of Ethics in the *Code of Ethics and Arbitration Manual* of the National Association of REALTORS® rather than by recourse to other tribunals. However, the hearing panel of the Northeast Florida Association of Realtors, Inc. (NEFAR) may recommend to the Board of Directors of NEFAR that the dispute shall not be arbitrated because of the legal complexity or the amount involved, and the Board of Directors of NEFAR shall decide whether or not to have the matter arbitrated. If the Board of Directors decides not to have the matter arbitrated by the Corporation, the parties shall be relieved of their obligation to arbitrate. If an otherwise arbitrable matter is the subject of civil litigation, arbitration shall not take place unless the litigation is withdrawn or referred to the Corporation by the court for arbitration. In instances where arbitration is mandatory as defined herein, the failure to arbitrate shall be grounds for a charge alleging violation of unethical conduct.

## **CONFIDENTIALITY OF CORPORATE INFORMATION**

Section 10 **Confidentiality of Corporate Information.** Any information provided by the Corporation to the Participants shall be considered official information of the Corporation. Such information shall be considered confidential and exclusively for the use of Participants and subscribing real estate licensees affiliated with such Participants and those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

Section 10.1 **Corporation Not Responsible for Accuracy of Information.** The information published and disseminated by the Corporation is communicated verbatim, without change by the Corporation, as filed with the Corporation by the Participant. The Corporation does

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not verify the information provided and disclaims any responsibility for its accuracy. By becoming a Participant or subscriber, each Participant and subscriber agrees to hold the Corporation and its employees, officers, and directors harmless against any liability arising from any inaccuracy or inadequacy of the information such person provides.

## **OWNERSHIPS OF CORPORATION COMPILATION AND COPYRIGHTS**

Section 11 **Compilation and Copyright.** Participants cannot be required to transfer to NEFMLS ownership rights (including intellectual property rights) in their listing content to obtain or maintain participatory rights except that by the act of submission of any property listing content to the Corporation. As contemplated by and in compliance with this section and these Rules and Regulations, the Participant represents and warrants that they are fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations , and also thereby does grant to the MLS license for the Corporation to include the property listing content in its copyrighted multiple listing service compilation, statistical report on comparables and to otherwise use all or part of the data as the Corporation desires. 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.

The term Compilation as used herein, shall be construed to mean the format in which property listing data is collected and disseminated to the Participants.

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

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

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

To qualify for this safe harbor, the OSP must:

Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the NEFMLS, Participant, Subscriber, or other individual or entity.

Develop and post a DMCA-compliant website policy that addresses repeat offenders.

Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright

lawsuit within ten (10) days, then the OSP may restore the removed material.  
Have no actual knowledge of any complained-of infringing activity.

Not be aware of facts or circumstances from which complained-of infringing activity is apparent.

Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512.

Section 11.1 **Vested.** All right, title and interest in each copy of every multiple listing Compilation created by the Corporation and in copyrights therein, shall at all times remain vested in the Corporation.

Section 11.2 **Lease Compilation.** Each Participant shall be entitled to lease from the Corporation access to Compilation information for the Participant and each person affiliated as a licensee with such Participant. The Participant shall pay the lease fee set by the Corporation's Board of Directors from time to time and published in its fee schedule. Participants shall acquire by such lease only the right to use the Compilations in accordance with these rules.

## **USE OF COPYRIGHTED CORPORATE COMPILATIONS**

Section 12 **Distribution.** Participants shall at all times maintain control over and responsibility for all of the information provided to them in any format by the Corporation, and shall not distribute same to persons or entities other than persons or entities who are affiliated with such Participant as licensees, unlicensed administrative, clerical staff persons, personal assistants and those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by the Corporation 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 the Corporation where access to such information is prohibited by law.

Section 12.1 **Data Dissemination.** Participants, and those persons affiliated as licensees with such Participants shall be permitted to disseminate the 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 Compilation.

Section 12.2 **Reproduction.** Neither Participants nor their affiliated licensees, unlicensed administrative and clerical staff persons or personal assistants shall UNDER NO CIRCUMSTANCES REPRODUCE, ALLOW TO BE REPRODUCED OR DISTRIBUTE ANY COMPILATION OR ANY PORTION THEREOF except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the NEFMLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the NEFMLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participant or their affiliated licensees, be interested. Nothing contained herein shall be construed to preclude and Participant from utilizing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.



Any NEFMLS 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.

No contact information including but not limited to Office/Licensee name, phone number, email address, website address, seller's name and seller's phone number shall be permitted in directions, customer (public) remarks or photos. Identifiable persons shall not be permitted in photos, unbranded tours or videos. Virtual tours without advertising must be supplied when available. All content including but 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 must be an accurate depiction of the property without enhancement, editing, alterations or misrepresentation. NEFMLS reserves the right to remove photos and virtual tours at any time.

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 NEFMLS content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. MLS's must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLS's may require execution of a third-party license agreement where deemed appropriate by the MLS. MLS's may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by an 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.

Section 12.3 **Use of Logo.** Only Participants who are members of a Shareholder of the Corporation may use the official registered Multiple Listing Service logo of the National Association of REALTORS®. Use by a nonmember Participant would be a misrepresentation and would violate the registration rights of the National Association of REALTORS®, the lawful owner of said collective service mark.

Section 12.5 **Non-filtering of Listings.** 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.

## **INTERNET DATA EXCHANGE (IDX)**

Section 13 **Authority.** In accordance with the mandate from the National Association of Realtors®, the Corporation enacts the following rules to enable Participants' to display and deliver on Participants' public websites, mobile apps, and audio devices active listings, contingent listings, non-confidential pending sale listing data and sold listing data starting from January 1, 2012 at Participant's option. As used throughout these rules, "display" includes "delivery" of such listings, by either downloading and placing the data on Participant's public access web sites or in applications using mobile devices or by audio devices or by framing such information subject to the requirements of the rules of NEFMLS as well as state law and regulations.

A Participant's consent for such display is presumed unless a Participant affirmatively notifies NEFMLS 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, then that Participant may not download, frame or display the aggregated NEFMLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display, or other electronic forms of display or distribution, or display of the listing's property address including but not limited to publicly accessible websites, mobile applications, or other electronic forms of display or distribution, or a Virtual Office Website (VOW) (see 14.1). Participants may not use IDX listing data for any purpose other than display as provided for in these Rules and Regulations. This does not require Participants to prevent indexing of IDX listing data by recognized search engines. Participants must notify NEFMLS of their intention to display IDX information and must give NEFMLS direct access for the purpose of monitoring/ensuring compliance with NEFMLS Rules and Regulations. Requests for IDX feeds/downloads must be acted on by NEFMLS within five (5) business days from receipt, barring extenuating circumstances related to an individual's qualifications for MLS participation, and review of the participant's and vendor's use of the IDX information consistent with the MLS rules, in which case an estimated time of approval or denial must be issued.

Section 13.1 **Definitions.**

- A) **“Branding”** means any marks, language, contact or other information referring to the web site owning IDX Broker or its agents or any third party other than the listing broker.
- B) **“Detailed Display”** means any display containing more than five lines of text display and/or displaying a photo.
- C) **“IDX”** (Internet Data Exchange) is a means by which each principal REALTOR® Broker Participant in an MLS subscribing to the program authorizes limited electronic display of its active listings, contingent listings, non-confidential pending sale listing data and sold listing data starting from January 1, 2012 appearing in a MLS system by other Participants.
- D) **“IDX Broker”** means a REALTOR® Participant in the IDX program. To be an IDX Broker, a REALTOR® Participant must be actively engaged in providing real estate brokerage services to buyers, sellers, landlords or tenants in real estate transactions, must be a Realtor® member of a local association of Realtors and must be a member in good standing of an MLS. **“Non-IDX Broker Participant”** means a Participant who is not a Realtor® member of a local association of Realtors®, but who is a Participant in good standing of a MLS and is actively engaged in providing real estate brokerage services to buyers, sellers, landlords or tenants in real estate transactions. Non-IDX Broker Participants may only receive a download of all licensed data. Non-IDX Broker Participants may not display the data.
- E) **“IDX Database”** means the current aggregate compilation of all IDX Brokers' exclusive right to sell or lease listings and listings obtained via other forms of exclusive agreement that make it possible for the listing broker to offer cooperation and compensation to the other MLS participants except those listings where the property seller or lessor has opted out of Internet publication by so indicating on

the listing agreement. If a participant refuses on a blanket basis to permit the display of that participant's listings, then that participant may not display data of other participants.

- F) **“NEFMLS”** means Northeast Florida Multiple Listing Service, Inc.
- G) **“Thumbnail Display”** means any display containing no more than five lines of text and/or small photograph. Thumbnail Display shall be deemed to include single line displays.

Section 13.2 **Re-publication of IDX Database on Internet.** An IDX Broker may republish all or a portion of the IDX Database on the Internet in accordance with the following provisions and in keeping with any policies that NEFMLS may adopt from time to time. Unless expressly contravened by the provisions of this section, all other NEFMLS rules and regulations remain in full force and effect. Broker-salespersons and salespersons may be included in this program only with the consent of their principal Broker Participant.

- A) **Displayable Data Fields.** An IDX Broker may display ALL information relating to its own listings, but an Internet republication of another IDX Broker's listing shall contain only those data fields designated by NEFMLS or the listing broker for IDX purposes for each different property type. An IDX Broker may display fewer fields than designated by NEFMLS or the listing broker but must comply with Section 13.2 (F) hereof.
- B) **Displayable Listing Records.** An IDX Broker need not display the whole IDX Database, but may choose to display only listings based on objective criteria in a particular price range, geographical area, or property type. An IDX Broker may also choose not to display the listings of other brokers. If an IDX Broker chooses to display less than the entire IDX Database, it is recommended but not required that this be disclosed on the web site using a disclosure such as the following:
- “[Firm Name] participates in the Northeast Florida Multiple Listing Service, Inc. data exchange program, allowing us to display other broker's listings on our site. However, [firm name] displays only [listings in a particular city] [only condominium listings] [exceptional properties (with list prices above \$500,000)]”.
  - “[Firm Name] does not display the entire Northeast Florida Multiple Listing Service, Inc. data exchange program database on this web site. The listings of some real estate brokerage firms have been excluded”.
- C) **Updates.** An IDX Broker shall update the information on its Internet web site at least every 12 hours. If the information is not updated at least every 12 hours, the IDX Broker's access to the IDX Database will be suspended until NEFMLS is satisfied that the IDX Broker has taken appropriate action to comply with this requirement. Repeated violations may result in permanent suspension from the IDX program.
- D) **Modifications to Data.** IDX Broker's and their licensees shall not modify or manipulate information relating to other participants' listings. IDX Broker's and their licensees may augment their IDX displays of MLS data with applicable property information from other sources

to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

E) **Thumbnail Display Requirements.** A Thumbnail Display of another IDX Broker's listing may include the listing broker or listing broker's licensee's name conspicuously displayed in type that is at least as large as the largest type size used to display the listing data. A Thumbnail Display of another IDX Broker's listing may not include any Branding. A Thumbnail Display may only include the following additional information:

- Text data about the listing property
- A photo of the listing property
- "Buttons" providing links to the Detailed Display

F) **Detailed Display Requirements.** A Detailed Display of another IDX Broker's listing shall not include any Branding within the "body" of the listing data. The "body" is defined as the space whose borders are delimited by the utmost extent in each direction of the listing text and photo data. Any IDX display must be controlled by a Participant. For purposes of this IDX Policy and these Rules and Regulations control means the ability to add, delete, modify and update information as required by the IDX Policy and NEFMLS Rules and Regulations. Immediately following the property information on a Detailed Display of another IDX Broker's listing, the following information shall be displayed conspicuously in type that is at least as large as the largest type size used to display the listing data.

- Listing IDX Broker's Firm name under which they operate, 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.
- NEFMLS copyright notice. One of the following copyright notices must be displayed **exactly** as specified below on any display of detailed listing data of another IDX Broker:
- "Copyright (insert current year) Northeast Florida Multiple Listing Service, Inc. All rights reserved."
- "© (insert current year) Northeast Florida Multiple Listing Service, Inc. All rights reserved."
- It is not permissible to substitute a "c" in parenthesis - "(c)" - for the copyright symbol - ©. If a web site cannot display the copyright symbol, the word "Copyright" must be spelled out.

All listings displayed pursuant to IDX shall show NEFMLS as the source of the information. Displays of minimal information (e.g. thumbnails, text messages, tweets, etc. of 200 characters or less are exempt from this requirement but only when directly linked 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.

**G) Required Disclosures**

1. **Information Source Disclosure.** The following disclosure, or similar language that achieves the same objective, must appear on the first page where any IDX listing data is displayed: "The data relating to real estate for sale on this web site comes in part from the Internet Data Exchange (IDX) program of the Northeast Florida Multiple Listing Service, Inc. Real estate listings held by brokerage firms other than [insert firm name] are marked with the listing broker's name and detailed information about such listings includes the name of the listing brokers. Data provided is deemed reliable but is not guaranteed." At the option of NEFMLS, any NEFMLS logo, icon or symbol may be displayed next to this disclosure.

2. **Accuracy Disclaimer on Search Results** Any search result shall include the disclaimer "Information deemed reliable but not guaranteed" or similar language indicating that the listing broker believes the data provided to be accurate but does not guarantee the data. Some examples of acceptable alternatives:

- "The broker providing this data believes them to be correct, but advises interested parties to confirm them before relying on them in a purchase or lease decision."
- "Listing broker has attempted to offer accurate data, but buyers/lessees are advised to confirm all information."
- Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites 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 data is deemed reliable but is not guaranteed accurate by NEFMLS. NEFMLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or NEFMLS from liability.

**H) Control of Displaying Web Site.** Any Internet web site used for publication of the IDX Database or any portion thereof must be controlled by a single IDX Broker and advertised as that IDX Broker's Internet web site. For purposes of this IDX Policy and these Rules and Regulations control means the ability to add delete modify and update information as required by the IDX Policy and the Corporation Rules and Regulations. 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 per cent (50%) of the listings available for IDX display, whichever is fewer.

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 Corporation.

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

- I) **Violations.** An IDX Broker must make changes to an Internet site necessary to cure a violation of IDX rules within five business days after notice of the violation from NEFMLS. Failure to comply may result in suspension from the IDX Program until such time as the violation is cured. Repeated violations may result in expulsion of the NEFMLS Participant from both the IDX Program and NEFMLS.
- J) **Use by Third Parties.** No portion of the IDX Database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules. Providing an NEFMLS password to an unauthorized recipient is a serious violation of these rules that may subject the IDX Broker to sanctions. An IDX Broker that authorizes its affiliated salespersons and broker-salespersons to participate in IDX is responsible for ensuring such agent's compliance with these rules.
- K) **Use of a Web Site Provider.** Any third party involved in development/design of an IDX Broker's or their licensee's web site must enter into a written agreement in the form prescribed by NEFMLS.
- L) **Co-Mingling.**  
All listings must display the source from which each listing was obtained. All listings displayed or delivered pursuant to IDX shall show the Corporation as the source of the information. Displays of minimal information (e.g. thumbnails, text messages, tweets, etc. of 200 characters or less are exempt from this requirement but only when directly linked 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.  
A Corporation Participant or their licensee may co-mingle the listings of other brokers received in an IDX feed with listings available from other REALTOR association multiple listing service IDX feeds, provided all such displays are consistent with IDX rules, and the Participant or their licensee holds REALTOR participatory rights in those MLS's. 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 MLS on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.
- M) Participants must notify NEFMLS of their intention to display IDX information and must give direct access to NEFMLS for purposes of monitoring/ensuring compliance with applicable rules and policies.
- N) Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web site or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.
- O) Participants may select the listings they choose to display based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g.

exclusive right to sell exclusive agency). Selection of listings displayed must be independently made by each Participant.

- P) Display of expired and withdrawn listings is prohibited.
- Q) Display of seller's(s') and/or occupant's (s') names(s), phone numbers(s), and email address(es) is prohibited.
- R) Any IDX display controlled by a Participant or their licensee that
  1. 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
  2. Displays an automated estimate of the market value of the listing or hyperlinks 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 their licensee shall communicate to NEFMLS that the seller has elected to have one or both of these features disabled or discontinued on all display's controlled by Participants'. Except for the foregoing and subject to S) below a Participant's IDX display may communicate the Participant's professional judgement concerning any listing. Nothing shall prevent an IDX display from notifying its viewer that a particular feature has been disabled at the request of the seller.

- S) 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 NEFMLS and that relates to a specific property. Participants shall correct or remove any false data or information related to a specific property upon receipt of a communication from the listing broker or their licensee explaining why the data or information is false. However, Participant's shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgement.

## **VIRTUAL OFFICE WEBSITES (VOWs)**

### **Section 14.1 Virtual Office Website Definition.**

- (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 NEFMLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or licensee affiliated with a Participant may, with their Participant's consent, operate a VOW. Any VOW of a non-principal broker or licensee is subject to the Participant's oversight, supervision, and accountability.
- (b) As used in Section 14 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and 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 licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.

- (c) "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to

operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the NEFMLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use NEFMLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to NEFMLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 14 of these Rules, the term "NEFMLS Listing Information" refers to active, contingent and pending listing information and sold data provided by Participants to the NEFMLS and aggregated and distributed by the NEFMLS to Participants.

Section 14.2 **Limitations and Authority.**

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

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other NEFMLS Participants whose listings will be displayed on the Participant's VOW.

Section 14.3 **Necessary Steps for Registrant Access.**

(a) Before permitting any consumer to search for or retrieve any NEFMLS Listing Information on their VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at their option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

(b) If the NEFMLS has reason to believe that a Participant's VOW has caused or permitted a



breach in the security of NEFMLS Listing Information or a violation of NEFMLS rules, the Participant shall, upon request of NEFMLS, 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 NEFMLS, provide an audit trail of activity by any such Registrant.

(c) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;
- v. That the Registrant acknowledges NEFMLS’s ownership of, and the validity of the NEFMLS’s copyright in, the NEFMLS database.

(d) 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.

(e) The Terms of Use Agreement shall also expressly authorize NEFMLS, and other NEFMLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with NEFMLS rules and monitoring display of Participants’ listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 14.4 **Consumer Contact.** 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 licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 14.5 **Monitoring.** A Participant’s VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, “scraping”, and other unauthorized use of NEFMLS 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 by NEFMLS.

**NOTE 12** MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.

Section 14.6 **Seller's Rights.**

- (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 NEFMLS that the SELLER has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of SELLERS who have determined not to have the listing for their property displayed on the Internet.
- (b)** A Participant who lists a property for a SELLER who has elected not to have the property listing or the property address displayed on the Internet shall cause the SELLER to execute a document that includes the following (or a substantially similar) provision:

\*\*\* Intentionally Left Blank \*\*\*



This Amendment is made to the listing agreement (“Agreement”) between

\_\_\_\_ (“BROKER”) and

\_\_\_\_ (“SELLER”) for

The following Property: \_\_\_\_\_

The listing agreement between the undersigned SELLER and BROKER is hereby agreed as follows:

## INTERNET DISPLAY

If not addressed in the Agreement, mark one as applicable:

[ ] SELLER authorizes BROKER to display all listing content relating to the Property on the Internet without restriction except that information deemed confidential by NEFMLS.

[ ] SELLER authorizes BROKER to display all listing content relating to the Property on the Internet except the street address of the Property and that information deemed confidential by NEFMLS.

## VIRTUAL OFFICE WEBSITE

If either of the above two boxes is marked here or in the Agreement, then SELLER must complete both of the following two selections:

NOTE: A Virtual Office Website (VOW) is a password-protected website or a feature of a website that allows brokers to operate their businesses online.

SELLER [ ] does [ ] does not allow a Virtual Office Website to perform and display an Automated Valuation Model (AVM) estimate of the market value of the Property or to hyperlink to a website to obtain such estimate.

SELLER [ ] does [ ] does not allow third parties to write comments, reviews or blogs concerning the Property, or to hyperlink to a website to obtain such comments, reviews or blogs on a Virtual Office Website.

**NO INTERNET DISPLAY**

[ ] SELLER does not authorize BROKER to display listing content relating to the Property on the Internet except internally within the NEFMLS system. SELLER understands and acknowledges that if SELLER has selected this option, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search. / **initials** of SELLER

[ ] If SELLER withholds consent for listing content display on all Internet sites except BROKER's, BROKER may take the listing but it is not eligible for inclusion in NEFMLS. / **initials** of SELLER

BROKER Firm Name	SELLER	Date
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By: \_\_\_\_\_  
Authorized Listing Licensee                  Date      SELLER                                  Date

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

**Section 14.7 Comments, Reviews and Estimates of Value.**

(a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a SELLER the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the SELLER. The listing broker or agent shall communicate to the NEFMLS 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."

**Section 14.8 Accuracy of Information.** 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 NEFMLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 14.9 Refresh Information.** A Participant shall cause NEFMLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 14.10 Limitation of Use.** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable NEFMLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the NEFMLS Listing Information to any person or entity.

**Section 14.11 Privacy Policy.** A Participant's VOW must display the Participant's privacy policy informing registrants of all of the ways in which information they provide may be used.

**Section 14.12 Objective Criteria.** 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-

**Section 14.13 Notification to NEFMLS.** A Participant who intends to operate a VOW to display NEFMLS Listing Information must notify NEFMLS of its intention to establish a VOW and make a VOW readily accessible to the NEFMLS and to all NEFMLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable NEFMLS rules or policies.

**Section 14.14 Supervision and Accountability.** 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.

**NOTE 13** Adoption of Sections 14.15 –14.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on Participants’ use of MLS Listing Information in providing brokerage service through all other delivery mechanisms.

Section 14.15 **Confidentiality.** A Participant’s VOW may **not** make available for search by, or display to, Registrants any of the following information, which is confidential:

- a. Expired and withdrawn listings.

Note: Due to the 2015 changes in IDX policy and the requirement that Participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending (“under contract”) listings on VOW sites.

- b. The seller’s and occupant’s name(s), phone number(s), or e-mail address (es).

- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

- d. The fields defined by the board of directors from time to time as Confidential.

- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

**DEFINED CONFIDENTIAL IN  
FLEXMLS**

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Price Change History
CTG Remarks
CTG Date going into Pending
Listing Type
Listing Date
Expiration Date
Call SELLER Direct Information
Under Contract Date
Fall through Date
SELLER Concession Y/N
SELLER Concession \$
Concession Description

**DEFINED CONFIDENTIAL BUT IN  
CURRENT DATA FEEDS** The following  
do not appear on Customer Printouts but are  
included in data feeds for reference.

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Status Change Date
Publish to Internet
Publish to Address
Publish Sq. Ft
Publish Public Remarks
Publish Directions
Listing Member Information
Listing Office Information
Co-Listing Member Information
Selling Member Information
Co-Selling Member Information
Original List Price

Cancel Date	Cumulative DOM
Private Remarks	Title Status
Showing Instructions	
Photo Instructions	
Additional Photo Instructions	
Referral Fee on Rentals only	
Seller's Country of Residence	
Buyer's Country of Residence	
Agency Disclosure	

Section 14.16 **Integrity of the Information.** A Participant shall not change the content of any NEFMLS Listing Information that is displayed on a VOW from the content as it is provided in NEFMLS. The Participant may, however, augment NEFMLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable NEFMLS 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 NEFMLS Listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 14.17 **Required Notice.** A Participant shall cause to be placed on their VOW a notice indicating that the NEFMLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the NEFMLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the NEFMLS from liability.

Section 14.18 **Listing Broker Disclosure Not Required.** The name of the listing brokerage firm, listing broker or licensee's name are not required on a VOW display of a listing broker's listing because the rules and regulations of NEFMLS do not impose this requirement upon cooperating Participants when they deliver listing information to potential buyers through non-browser based media, such as by mail, email, facsimile or hand delivery.

Section 14.19 **Limit of Display.** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred (500) listings in response to any inquiry.

Section 14.20 **Passwords.** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

**NOTE 14** Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

Section 14.21 **Advertising, Logo and Disclosure.** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on their behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one

Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 14.22 **Source Identification.** 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 NEFMLS, to identify the source of the listing somewhere on the page displaying listing information.

Section 14.23 **Co-mingling Allowed.** A Participant shall not be required to cause any listing displayed on their VOW obtained from other sources, including from another MLS or from a broker not participating in NEFMLS, to be searched separately from listings in NEFMLS as long as the source of the listings is identified somewhere on the page displaying listing information.

Section 14.24 **License Agreement.** Participants, subscribers and the AVPs operating VOWs on their behalf must execute the license agreement required by NEFMLS.

Section 14.25 **Seller Affirmation.** 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, the SELLER's affirmative direction shall be entered by the Participant or Subscriber into NEFMLS within 48 hours.

## **USE OF CORPORATION INFORMATION**

Section 15 **Limitations on Use of Corporate Information.** Any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Corporation must clearly demonstrate the period of time over which such claims are based and include the following or a substantially similar notice:

"Based on information from Northeast Florida Multiple Listing Service, Inc. for the period (date) through (date)." The Corporation does not guarantee and is not in any way responsible for, its accuracy. Data maintained by Northeast Florida Multiple Listing Service, Inc. does not reflect all real estate activity in the market".

## **STANDARDS OF CONDUCT FOR NEFMLS PARTICIPANTS AND SUBSCRIBERS**

Section 16 **Standards of Conduct for Participants.** As used in this Section 16, Participant shall include Subscribers (users) of the Corporation's multiple listing service.

Standard 16.1 Corporation Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other Corporation Participants have with clients.

Standard 16.2 Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

Standard 16.3 Corporation Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.

Standard 16.4 Corporation Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the Corporation

Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right-to-sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the Corporation Participant may contact the owner to secure such information and may discuss the terms upon which the Corporation Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Standard 16.5 Corporation Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a Corporation Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the Corporation Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the Corporation Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

Standard 16.6 Corporation Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

Standard 16.7 The fact that an agreement has been entered into with a Corporation Participant shall not preclude or inhibit any other NEFMLS Participant from entering into a similar agreement after the expiration of the prior agreement.

Standard 16.8 The fact that a prospect has retained a Corporation Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other Corporation Participants from seeking such prospect's future business.

Standard 16.9 Corporation Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

Standard 16.10 When Corporation Participants are contacted by the client of another NEFMLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and Corporation Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

Standard 16.11 In cooperative transactions, Corporation Participants shall compensate cooperating Corporation Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other NEFMLS participants without the prior express knowledge and consent of the cooperating broker.

Standard 16.12 Corporation Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another NEFMLS Participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule.

The following types of solicitations are prohibited: Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing

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compilation, or other information service as having exclusively listed their property with another Corporation Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another NEFMLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with NEFMLS Participants.

Standard 16.13 Corporation Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

Standard 16.14 Corporation Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease.

Standard 16.15 On unlisted property, Corporation Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

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

Standard 16.16 Corporation Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

Standard 16.17 Corporation Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a multiple listing service or any other offer of cooperation may not be used to target clients of other NEFMLS Participants to whom such offers to provide services may be made.

Standard 16.18 Corporation Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

Standard 16.19 All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (Amended 1/04)

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

Standard 16.20 Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

Standard 16.21 These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other Corporation Participants involving commission, fees, compensation, or other forms of payment or expenses.

Standard 16.22 Corporation Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. NEFMLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Standard 16.23 Corporation Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a Participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

Standard 16.24 Corporation Participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and Participants may not:

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

Standard 16.25 The services which Corporation Participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

Corporation Participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

Section 17 **Changes in Rules and Regulations.** Amendments to the Rules and Regulations of the Corporation shall be by consideration and approval of the Board of Directors of the Corporation, in accordance with the Bylaws of the Corporation. At any time a Participant or subscriber may request in writing and receive a current copy of the Rules and Regulations and Bylaws from the Corporation at no cost.

Section 18 **Orientation.** Any applicant for Corporation participation and any licensee

(including licensed or certified appraisers) affiliated with an Corporation Participant who has access to and use of Corporation-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the Corporation rules and regulations and computer training related to Corporation information entry and retrieval and the operation of the Corporation within thirty (30) days after access has been provided.

[END]