



ImagineMLS

MLS Rules & Regulations

February 2026

Vision Statement

To be the preferred provider and protector of real estate data.

Mission Statement

Reimagining real estate data services to empower our subscribers.

Values

- ▶ Simplified – Provide subscribers and participants with one data set and one rule set.
 - ▶ Innovative – Incubate new technologies and integrations that increase cooperation.
 - ▶ Dedicated – Provide timely support, helpful education, and unbiased compliance to facilitate an efficient marketplace
-

Technology

- ▶ New and current technologies will be focused on enhancing cooperation among subscribers.
- ▶ MLS compliance will be automated where possible to ensure consistent and unbiased outcomes.
- ▶ Technology will be deployed to solve inefficiencies or pain points for participants and subscribers.

Data

- ▶ Implement native RESO standards across all property types.
- ▶ Review existing data collection strategies to ensure relevant and accurate data is gathered.
- ▶ Work with data share partners to align data fields as close to native RESO standards as possible.
- ▶ Explore opportunities to create more accurate data with auto populating or MLS led data collection.

Growth

- ▶ Look to expand the idea of data share and partnerships beyond Kentucky.
- ▶ Educate brokers and agents about the importance of unified data and rule sets.
- ▶ Explore opportunities to provide MLS services to associations across the region.
- ▶ Partner with MLSs around the country to enhance services for subscribers.

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Symbols to Note

M Mandatory*

**Adoption is necessary to ensure compliance with mandatory policies and ensure coverage under the NAR’s insurance policy for associations and MLSs.*

O Optional*

Adoption is optional

LISTING PROCEDURES

Section 1. Listing Procedures

Properly completed data input sheets for a listing of all real property located within the territorial jurisdiction of IMAGINE MLS® taken by Participants shall be delivered to the Multiple Listing Service (MLS) within one (1) business day after all necessary signatures of seller(s) have been obtained. The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to cooperate with other Participants of the multiple listing service acting as subagents, buyer agents, or both. (Amended 8/24) . Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

- (a) **Exclusive right to sell listing.** An exclusive right to sell listing is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property. (Amended 8/24)
- (b) **Exclusive agency listing.** An exclusive agency listing also authorizes the listing broker as exclusive agent, to cooperate with other brokers in the sale of the property, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. (Amended 8/24)

Note: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 8/24) M

Types of Properties. The following are the types of properties that may be published through the MLS.

Residential	Business Opportunity
Farm and Lots	Rent/Lease
Multi-housing	
Commercial/Professional/Industrial	
Commercial Land	

Multiple Categories (Adopted 5/00) The following are the rules for listing a new property in more than one category.



Listings for each property type must be submitted at the same time.

The remarks section will indicate in which categories the property is listed.

Listings may not be arbitrarily placed in ALL categories for the sake of marketing. There must be some rationale for placing property in the second category. (i.e. Five (5) acres with a residence may be placed in Farm and Residential; a six-plex may be placed in Commercial and Multi-Family)

When the property closes, report only ONE property listing and ONE MLS number as sold and include the delete form for the listing(s) that are in additional categories.

Re-list fees will apply as in the MLS Rules and Regulations per each MLS#, NOT per address.

The procedure for listings already on the MLS that are to be placed in additional categories is as follows:

- Submit input sheet for additional categories
- Provide information on the current property types and MLS numbers.
- Staff will enter the additional property categories.

Parent Listings and Child (Individual) Listings (*Adopted 1/13*) The following are the rules for Parent listings presented along with Child (individual) listings:

1. Listings that can be sold as a group or package (such as a Farm with tracts of land or multiple Condos that are presented in combination but can be sold individually may be listed both as a Parent and Child (individual) listings).
2. When a property closes, report only ONE property listing as sold (Parent listing or the Child (individual) listing). Please remember to reconfigure the Parent listing as tracts sell.

Procedure For Placing a Construction Listing on the MLS (*Adopted 3/03, Modified 03/25*)

1. An anticipated date of completion in the public and private remarks.
2. A street address, not a lot number.

Note - Construction Statuses Currently Available in ImagineMLS

- *To Be Built – No Construction has started. Permits may be obtained, but no physical work has begun.*
- *New Construction – Any state of active construction, from site preparation (e.g., dirt turned, footers poured) to nearing completion but not yet occupied.*

Procedure For Placing a Model Home on the MLS (*Adopted 5/00, Modified 03/25*)

1. Property must be submitted to the MLS and receive an MLS number.
2. "Delayed Possession" must be the first written words in public and private remarks sections of



the input sheet or something that denotes the home is not currently “for sale”.

Procedure For Placing a Lot on the MLS That Requires a Specific Builder (Adopted 5/00, Modified 03/25)

1. Property is to be listed on the Residential input sheet.
2. Under amenities – “Designated Builder” must be marked.
3. “To Be Built” or “New Construction” must be the first written words in public and private remarks sections of input sheet.
4. Lots that are not “Builder Designated” lots are to be placed on a Farm/Lot input sheet.

Photo Requirements for Construction, Model Homes, and Designated Builder Lots on the MLS (Adopted 03/25)

1. The first photo in the listing must be of the exterior of the home, or of a similar model.
2. If any photos are not of the exact home, the second photo in the listing must be the image below:



Section 1.01 Clear Cooperation

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

(Adopted 11/19) **M**

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

Section 1.1 Listings Subject to Rules and Regulations of the Service

Any listing taken on a contract to be listed with the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the seller(s). Listings and all required forms shall be delivered to the Service within one (1) business day after all necessary signatures of seller(s) have been obtained.

Section 1.2 Detail on Listings Filed with the Service

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (Amended 3/21) **M**

1.2.1 Prohibition of Personal Marketing in Public Remarks

No agent, broker, or other individuals' personal marketing information in the public remarks. There shall not be any directive communication in the public remarks whatsoever (i.e., "Call me today" or "call listing agent for more information"). Contractors and designers who participated in the construction and design of the property can be listed in public remarks in a descriptive and non-directive manner.



1.2.2 Prohibition of Contact Information in Photos, Forms, Public Remarks or Recognizable People in Listing Photos

No agent, broker, or other individuals contact information shall be superimposed on photo(s), forms, in/on the public remarks (i.e., no telephone numbers, web addresses, email addresses, or logos). No recognizable people or photos of people in the background of listing photos. Contractors and designers who participated in the construction and design of the property can be in listing media in a descriptive and non-directive manner.

1.2.3 Prohibition of Hyperlinks in Listing Content

Hyperlinks are prohibited under public remarks and/or photo descriptions.

1.2.4 Unbranded Multimedia Submissions Only

Virtual tours/slide shows/multimedia presentations submitted for MLS must not contain any broker/agent branding. (i.e. broker/agent photo(s), broker/agent logo(s), contact information and hyperlinks)

1.2.5 Guidelines for Active and Coming Soon Status Listings

Listings submitted to the service under Section 1.01 will be considered submitted to the MLS under two status types: Active and Coming Soon.

Properties filed under Active status will be immediately syndicated under IDX guidelines. Properties filed under Coming Soon status will only be available to MLS participants per the limitations below.

Coming Soon status indicates that the agent and the seller are preparing the property for sale, but it is not ready for full marketing. While under the Coming Soon listing status, listings are displayed only on the MLS for viewing by MLS participants. Listings under this status may remain under Coming Soon Status for a period of 14 calendar days or less. A certification form signed by the seller is required for all listings entered under the Coming Soon Status. MLS staff may request proof of signature to verify.

Listings in Coming Soon Status will not count Days on Market or Cumulative Days on Market and will not be syndicated to any external websites until the property changes to Active Status. Coming Soon listings may not be shown. In the event that a Seller agrees to allow a Coming Soon listing to be shown, the listing status must be changed to Active prior to the showing. *(Amended 4/21)*

Use of the coming soon status is limited to 14 calendar days. After 14 calendar days in Coming Soon



Status, any listing will automatically change to Active Status. If more time is requested by the seller, MLS participants will be required to change to Withdrawn Status and/or submit the listing as an office exclusive under Section 1.3.

Coming Soon listings are otherwise indistinguishable from listings in Active Status.

Section 1.3 Multiple Listing Options for Sellers

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

Exempt Listing Disclosure: The filing of an exempt listing (office exclusive or Coming Soon) with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes:

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

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

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

MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day once after the listing has been publicly marketed. *See Section 1.01, Clear Cooperation. M (Amended 2/26)*



Section 1.4 Change of Status of Listing

Any change in the listing price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within forty-eight (48) hours (excepting weekends and holidays) after the authorized change is received by the listing broker.

1.4.1 Listing Status for Properties with an Accepted Contract

The listing status shall be changed from Active to either Pending with Contingency or Pending within 48 hours of acceptance of a contract. The listing status may remain Active if the accepted contract includes a Contingency of Sale of Property with First Right of Refusal and if the listing agent discloses the same in the public and private remarks. Upon release of the contingency contract, the listing status shall be changed to either Pending with Contingency or Pending within 48 hours of the release. *(Amended 5/20)*

1.4.2 Pending with Contingency

A listing may be placed in Pending with Contingency status if an enforceable contract exists that contains one or more of the following types of contingencies: Financing, Appraisal, Inspections, Pending 3rd Party Approval, Pending Lien Holder Approval, the Closing of the Buyer's Property and/or at the Seller's Specific Written Request to Seek Backup Offers. MLS Staff may request paperwork to verify the Seller's request. Upon the release of all the contingencies, a listing shall be placed into Pending status within 48 hours. If a Seller refuses to continue to show a home in Pending with Contingency status, the listing shall be changed to Pending within 48 hours of the Seller's communication of that refusal to the listing agent. To further clarify the exact status of a listing, Members may update the public and private remarks with additional details. *(Amended 5/20)*

1.4.3 Delayed Showings

Showings may be delayed for a maximum of 24 hours. However, if the property is shown to anyone, it must immediately be available to be shown to everyone.

Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement provided notice is filed with the Service within forty-eight (48) hours (excepting weekends and holidays) including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal. Properties may be withdrawn in the following manner:



(a) Withdrawn. The property is removed from the market but the terms of the original listing remain in force.

(b) Cancel. The listing broker releases and discharges the seller from any and all claims under the terms of the original listing contract unless the listing broker desires to protect prospective buyers that may have been shown the property during the shortened term of the listing by establishing a protection period.

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



Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. The most frequently occurring contingencies are discussed below.

(a) Reserved prospects. A seller may wish to retain the right to sell a listed piece of property to a prospect who showed some interest in the property prior to having it listed with an MLS Participant. When placing such listings on the service, it is important that the contingency be clearly labeled by placing the letters "RP" in the private remarks. It is mandatory that the listing broker has on file the names of those prospective buyers the seller(s) is desirous of reserving.

(b) Transfer to Third Party Companies. In the event the seller is being transferred by an employer, the seller may wish to retain the right to cancel the listing and participate in a corporate or company transfer plan. When placing such listings on the service it is important that the contingency be clearly labeled by placing the letters "TP" in the private remarks.

Recommended language for use in the listing contract: "In the event Seller is transferred by his employer and the employer is represented by a relocation company, Seller shall have the right to cancel this agreement upon the written request of his employer."

(c) Listing contingent upon the seller purchasing a specific piece of property. Occasionally, a seller may list a residence only if, upon its sale, the seller can buy a specific piece of real property, and if that desired property is no longer available, retains the right to cancel or withdraw such listing from the service. It is important that they be clearly labeled by placing the letters "PP" in the private remarks.

Recommended language for use in the listing contract: "Seller reserves the right to terminate the listing if unable to purchase property at address ."

(d) Other Contingencies. Listing brokers may occasionally find it necessary to negotiate with the seller other types of contingencies to the listing contract. If the contingencies have the possibility of presenting special risks for cooperating brokers and agents by causing procuring cause controversies or other administrative problems, it will be necessary to communicate such contingencies on the listing by placing the code letters "CP" in the private remarks and then explaining the contingency in the private remarks, as well as in the listing contract.



Section 1.7 Listing Price Specified

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

Section 1.8 Listing Multiple Unit Properties

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

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

The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants. **M**

Section 1.10 Expiration, Extension and Renewal of Listings & Re-List Fees

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement unless prior to that date the MLS receives notice that the listing has been extended or renewed. If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the Service (Amended 11/01). **M**

Section 1.11 Termination Date on Listings

Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller. (Termination shall be midnight of the last day of the listing period as determined by counting the number of days from the effective date.) (Note: The expiration date placed on page 2 of the listing contract is the date that is entered into the service.) **M**

Section 1.12 Jurisdiction

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the Service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. (Amended 11/17) **M**



Section 1.13 Listings of Suspended Participants

When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination of the listing agreement in effect when the suspension became effective.

If a participant has been suspended from the MLS for failure to pay appropriate dues, fees, or charges, an MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of the suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

M

Section 1.14 Listings of Expelled Participants

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

Section 1.15 Listings of Resigned Participants

When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of the resigned Participant's listings from the MLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients. *(Amended 5/99)*



Section 1.16 Legally Required Seller Disclosure & Lead Based Paint Form(s)

The following property listings require the seller disclosure of property condition: stand-alone single family, townhouse, patio or garden home, manufactured home permanently attached to land, duplex, triplex, fourplex, condominium (horizontal or vertical), and any residential unit conveyed on a unit-by-unit basis and must have the form and/or lead based paint form (when applicable) attached to the listing immediately when the listing is input on MLS. The exception is: New construction, absolute auction, court-ordered foreclosures, commercial, and farm.

Section 1.17 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 does not exist, a parcel identification number can be used. Where an address or parcel identification number is unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

(Amended 5/21) **M**

Selling Procedures

Section 2. Showing and Negotiations

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

- (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly.
- (b) after reasonable effort, the cooperating broker--cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. **M**

The cooperating broker (subagent, buyer agent or transaction broker) must disclose his agency status to the listing broker at first contact with the listing broker (in person, by telephone, or in writing.)



Section 2.5 Reporting Sales to The Service

Status changes, including final closing of sales and sale prices, shall be reported to the MLS by the listing broker within seven calendar days after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within seven calendar days after occurrence and the listing broker shall report them to the MLS within seven calendar days after receiving notice from the cooperating broker. (Amended 1/2012)

When reporting sales as a team, refer to '*Reporting sales as a team*' document. (Adopted 4/22).

Section 2.6 Reporting Resolutions of Contingencies

The listing broker shall report to the Multiple Listing Service immediately, but within 48 hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement canceled. **M**

Section 2.7 Advertising of Listing Filed with the Service

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



Section 2.9 Reporting Cancellation of Pending Sale

The listing broker shall report immediately (but within 48 hours) to the Multiple Listing service, the cancellation of any pending sale and the listing shall be reinstated immediately. **M**

Refusal To Sell

Section 3 Refusal to Sell

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

Prohibitions

Section 4 Information for Participants Only

Any listing filed with the Service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker. **M**

Section 4.1 "For Sale" Signs

Only the "For Sale" sign of the listing broker may be placed on the listed property. **M**

Section 4.2 "Sold" Signs

Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker and the seller authorize the cooperating (selling) broker to post such a sign. **M**



Section 4.3 Solicitation of Listing Filed with the Service

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

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

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

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

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

Section 4.4. Services Advertised as Free

MLS participants and subscribers must not represent their brokerage services to a client or customer as free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. *(Amended 11/21)* **M**

Section 4.5 No Filtering of Listings

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent (Adopted 8/24). **M**



Section 5 No Compensation Specified on Listings

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

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

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

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

Note 3: Multiple listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services, may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. **M**



Section 5.0.0 Required Consumer - Disclosures of Compensation

(Adopted 8/24) MLS Participants and Subscribers must –

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

Section 5.0.1 Disclosing Potential Short Sales

Participants may, but are not required to, 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) to other participants. **M**

Section 5.0.2 Written Buyer Agreement

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

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



Section 5.1 Participant as Principal

If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants as required by law or regulation. **M**

Section 5.2 Participant as Purchaser

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker no later than the time an offer to purchase is submitted to the listing broker. **M**

Service Charges

Section 6 Service Fees and Charges

The annual fee of each participant shall be an amount established by the Board of Directors times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant.

Fees shall be payable annually in advance and are non-refundable upon remittance to the MLS. Dues shall begin on the first day of the month in which the Participant applies and will be prorated for the year.

However, the MLS provides participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their broker participants to sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. *(Amended 5/18 & 8/18[Leadership Team])* **M**



Compliance With Rules

Section 7 Compliance with Rules — Authority to Impose Discipline

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

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

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

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

Meetings

Section 8 Meetings of the MLS

The Multiple Listing Service Board of Directors shall meet for the transaction of its business at a time and place to be determined by the MLS or at the call of the Chairman.

Enforcement of Rules or Disputes

Section 9 Consideration of Alleged Violations

The MLS shall give consideration to all written complaints from participants having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the MLS. *(Amended 5/18)* **M**



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 11/21)* **M**

Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, the MLS may impose administrative sanctions. Recipient of an administrative sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the bylaws and rules and regulations of the Association within twenty (20) days following the receipt of the MLS' decision.

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance *(Amended 5/2014)*
M

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing before the Board of Directors for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. *(Adopted 11/20)* **M**





Section 9.2 Complaints of Unethical Conduct

Alleged violations involving unethical conduct shall be referred to the Association's Grievance Committee 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. **M**

Section 9.3 Complaints of Unauthorized Use of Listing Content

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

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

If the MLS determines that the use of the content was unauthorized, the MLS may issue a sanction pursuant to Section 7, 9.1, and 9.1.1 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the MLS' determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. *(Adopted 5/18)* **M**

Section 9.4 MLS Rules Violations

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. *(Adopted 5/18)* **M**



Section 9.5 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the MLS to the Executive Vice President of Bluegrass Realtors® for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws.

Confidentiality Of Mls Information

Section 10 Confidentiality of MLS Information

Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. **M**

10.0.1 Penalty for Unauthorized Sharing of MLS Access

A fine starting at \$1,000 will be assessed to an agent for providing login credentials, MLS access, or forms to consumers, non-MLS members, or vendors.

Section 10.1 MLS Not Responsible for Accuracy of Information

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

Section 10.2 Access to Comparable and Statistical Information

MLS members who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of MLS members and the individuals affiliated the MLS members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office or firm, except as otherwise provided in these rules and regulations. *(Amended 5/99)*



Ownership Of MLS Compilations and Copyrights

Section 11

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

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. *(Adopted 5/18)*

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

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:

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the



OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.

- (4) Have no actual knowledge of any complained-of infringing activity.
- (5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

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

Section 11.1 Ownership of MLS Compilations

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

Section 11.2 Leasing and Usage Rights for MLS Compilations

Each Participant shall be entitled to lease from Imagine MLS® a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation.

Participants shall acquire by such lease only the right to use the MLS Compilations in accordance with these rules. **M**



Use of Copyrighted MLS Compilations

Section 12 Distribution

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the MLS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by the MLS where access to such information is prohibited by law. Any Participant found in violation of this section may be assessed a fine not to exceed \$15,000. Repeated violations may result in a suspension or expulsion from the Service.

Section 12.1 Display

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



Section 12.2 Reproduction

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. *(Amended 5/2014)*. **M**



Section 13 Limitations on Use of MLS Information

Use of information from the MLS compilation of current listing information, from the MLS's statistical report, or from any sold or comparable report of the MLS for public mass media advertising by an MLS Participant or in other public representations may not be prohibited. However, any print or non-print forms of advertising or other forms of public presentations based in whole or in part on information supplied by the MLS must clearly demonstrate the period of time over which such claims are based, and must include the following, or substantially similar, notice:

Based on information from the IMAGINE MLS® for the period (date) through (date). M

Changes In Rules and Regulations

Section 14 Changes in Rules and Regulations

These Rules and Regulations may be amended by a majority vote of the Board of Directors at any Directors' meeting at which a quorum is present. **M**

Internet Data Exchange (IDX)

Section 16 IDX Defined

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

16.1 Authorization.

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even when 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. *(Amended 9/14)* **M**

16.2 Participation in IDX

Participation. Participation in IDX is available to all MLS participants who consent to display of their listings by other participants.



16.2.1 Notification and Compliance Monitoring

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purpose of monitoring/ensuring compliance with applicable rules and polices. **M**

16.2.2 Permissible Uses of IDX Listings

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

16.2.3 Restrictions on Address and Listing Displays

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

16.2.4 Selection Criteria for IDX Listings

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g. condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant. *(Amended 11/21)* **M**

16.2.5 Refresh Requirements for IDX Displays

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads not less frequently than every twelve (12) hours. *(Amended 11/2014)*.

16.2.6 Prohibition on Redistribution of MLS Data

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

16.2.7 Identification of Brokerage Firm on IDX Displays

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



required by the IDX policy and MLS rules. *(Adopted 9/14)* **M**

16.2.8 Seller-Requested Restrictions on Comments and Market Estimates

Any IDX display controlled by a participant or subscriber that...

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

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



16.2.9 Managing and Correcting Participant-Added Information

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

16.2.11 Display of Augmented Property Information

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

16.2.12 Required Listing Information and Disclosures

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. * (Adopted 11/21)

**Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices' application. (Amended 5/17)*

16.3 Rules for Displaying IDX Listing Information

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

16.3.1 Permissible Fields for IDX Display

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



16.3.1.1 Exclusion of Listing Agreement Types

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

16.3.2 Deleted May 2015.

16.3.3 (Deleted May 2017, relocated to 16.2.12)

16.3.4 Affiliated Licensees' Use of IDX Information

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

16.3.5 Attribution of MLS as the Source

All listings displayed pursuant to IDX shall show the MLS as the source of the information.

16.3.6 Consumer Use Disclaimers for IDX Information

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, noncommercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. *Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/17)*

16.3.7 Limitations on IDX Display Rights by Office

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

16.3.8 Restrictions on Expired, Withdrawn, or Sold Listings

Display of expired, withdrawn, or sold listings * listings is prohibited. *(Amended 5/21)*

**Note: If "sold" information is publicly accessible, display of "sold" listings may not be prohibited (Adopted 11/14).*





Model Virtual Office Website (VOW)

Section 17.1 VOW Defined

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

b) As used in Section 17 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant. **M**

c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW. **M**

As used in Section 17 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants. **M**



Section 17.2 VOW Participation and Display Rules

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



Section 17.3 Consumer Access and Registration Requirements

- a) Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
- i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
 - iii. The Participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any email address is associated with only one username and password. **M**
- b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, username, 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. **M**
- c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **M**
- d) The Participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
- i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with



the Participant;

- ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, noncommercial use;
- iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
- v. that the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database. **M**

e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click. **M**

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

M

Section 17.4 Contact and Inquiry Response Requirements

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



Section 17.5 Security Measures for VOWs

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

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

Section 17.6 Seller-Directed Restrictions on Internet Display

a) A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit 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. **M**

b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision. **M**

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

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

Initials of seller

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



Section 17.7 Third-Party Comments and Automated Valuations on VOWs

- 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. **M**
- b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 17.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller. **M**

Section 17.8 Managing Accuracy of Information on VOWs

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

Section 17.9 Refresh Requirements for MLS Data on VOWs

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

Section 17.10 Prohibition on Unauthorized Distribution of MLS Data

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



Section 17.11 Privacy Policy Requirements for VOWs

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

Section 17.12 Criteria for Excluding Listings from VOW Displays

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, or type of property. *(Amended 11/21)* **M**

Section 17.13 Notification and Accessibility of VOWs to MLS

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

Section 17.14 Operation of Multiple VOWs by Participants or AVPs

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

Appendix

(see Forms Library on Bluegrass REALTORS® Member Dashboard)

Exclusive Right to Sell agreement

Sellers Disclosure Exempt forms -Auction, Court-supervised foreclosure, Multi-Housing

Lead Based Paint Addendum

Coming Soon/Office Exclusive Agreement

Clear Cooperation Quick Reference Guide

Compliance & Fine policy

Reporting Sales as a team

Business Input Sheet

Farm & Land Input Sheet

Commercial Land Input Sheet

Commercial/Professional/Industrial Input Sheet

Multi-Housing Input Sheet

Rent/Lease Input Sheet

Residential, Townhouse, Condo Input Sheet

