

Stellar MLS Rules and Regulations

Last Updated: November 6, 2026

Article 01 - Name and Objective

Article 01.01: Name

The name of this organization shall be Stellar Multiple Listing Service. (Stellar MLS). All the shares of stock are solely and wholly-owned by:

- Bartow Board of REALTORS®
- East Polk County Association of REALTORS®
- Englewood Area Board of REALTORS®
- Flagler County Association of REALTORS®
- Gainesville-Alachua County Association of REALTORS®
- Lakeland Association of REALTORS®
- New Smyrna Beach Board of REALTORS®
- Ocala Marion County Association of REALTORS®
- Okeechobee County Board of REALTORS®
- Orlando Regional REALTOR® Association
- Osceola County Association of REALTORS®
- REALTOR® Association of Sarasota and Manatee County
- REALTORS® Association of Lake and Sumter Counties
- REALTORS® of Punta Gorda-Port Charlotte-Northport-Desoto, Inc.
- Suncoast Tampa Association of REALTORS®
- Venice Area Board of REALTORS®
- West Pasco Hernando Board of REALTORS®
- West Volusia Association of REALTORS®

(“Shareholder”)

Article 01.02: Purpose

Stellar MLS is formed to promote, establish, foster, develop and preserve the highest standards of the real estate profession in Florida, through the operation of the Stellar MLS. A Multiple Listing Service is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public; a means of enhancing cooperation among Participants; a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; and a means by which Participants engaging in real estate appraisal contribute to common databases. 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 client(s). (Updated 8/2024)

Article 01.03: Definition of MLS Participant

Any REALTOR® of a Shareholder Association/Board, any other Association/Board or any

non-Realtor who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these rules, shall be eligible to participate in Stellar MLS upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.* However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service “membership” or “participation” unless they hold a current, valid real estate broker’s license and agree to cooperate with other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

There can be only one designated Participant per company. The MLS Participant is responsible for ensuring that all affiliated Subscribers, including registered staff, broker or agent assistants, comply with the rules, regulations and policies of the Service.

** Use of information developed by or published by Stellar 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 by or published by a Board Multiple Listing Service where access to such information is prohibited by law.

> Note: Mere possession of a broker’s license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. “Actively” means on a continual and on-going basis during the operation of the Participant’s real estate business. The ‘actively” requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.
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> The key is that the Participant or potential Participant actively cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website (“VOW”) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to cooperate . An MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. (updated 8/2024).

Article 02 - Membership Qualifications

Article 02.01: REALTOR® Association Member Brokers

All persons who are a sole proprietor Broker or a Designated Broker member, or are a principal, partner, corporate officer, or branch manager acting on behalf of a principal, of any Association of REALTORS® shall automatically qualify for membership and participation in Stellar MLS upon agreeing in writing to conform to the rules and regulations there of and to pay the cost incidental there to. There shall be no “waiting period” before a Participant is eligible to submit listings to the Multiple Listing Service.

Article 02.02: Non-REALTOR® Member Brokers

A non-member applicant for participation who is a principal, partner, corporate officer or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to Stellar MLS that they hold a current, valid real estate broker’s license and cooperates with other Participants, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and agrees to complete an orientation program, the MLS Basic and MLS Compliance classes and to abide by the Rules and Regulations and pay the fees and dues, including any non-member fee differential, as from time to time established. 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. There shall be no waiting period before such applicants are eligible to participate. Voting privileges or eligibility for office as a Stellar Director is not available to non-REALTORS®. (Updated 8/2024)

Article 02.03: Access and Reciprocity

A non-member applicant for participation who is a principal, partner, corporate officer or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to Stellar MLS that they hold a current, valid real estate broker’s license and cooperates with other Participants, agrees to complete an orientation program, the MLS Basic and MLS Compliance Classes, to abide by the Rules and Regulations and pay the fees and dues, including any non-member fee differential, as from time to time established. 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. There shall be no waiting period before such applicants are eligible to participate. Voting privileges or eligibility for office as a Stellar MLS Director is not available to non-REALTORS®. (Updated 8/2024)

Article 03 - Orientation and Training

Article 03.01: Orientation

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within sixty (60) days after access has been provided.

A. All Participants and Subscribers are required to take "Starting Out Stellar", and "MLS Basic" Classes within 60 days of their application. Failure to take the required training will result in suspension of the MLS services and a reinstatement fee will apply to resume services. Stellar and each Association will monitor the 60 day requirement period.

B. All New Participants and Subscribers are required to take “MLS Compliance” within 60 days of their application. All Participants and Subscribers are required to take the MLS Compliance Refresh class every two years from the date of their previous class. Failure to complete the required training (MLS Compliance or the Compliance Refresh class) will result in suspension of MLS services until credit is received; a reinstatement fee will apply to resume services. (Updated 9/2023).

C. All Participants and Subscribers must complete the Stellar MLS training class on the MLS Listing Maintenance module to be granted access to the listing entry and updating function. In addition, upon class completion, subscribers must submit a Broker Authorization Form signed by their Participant, whereas Participants are only required to complete the class to be granted access. Participants failure to complete required education could result in the entire office losing MLS access until credit is received; as well as a reinstatement fee will apply to resume services.

Article 03.02: Training

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

Article 04 - Rules and Regulations

Article 04.01: All Listings Subject To Rules and Regulations

Any listing filed with Stellar MLS is subject to rules and regulations of Stellar MLS within five business days, excluding weekends and federally recognized holidays, upon the latter of

A. the dated signature of the owner(s) of record or

B. the beginning date on the Listing Agreement.

Article 04.02: Required Signatures on Listings and Changes

A. The signature(s) of all property owner(s) of record must be on the listing agreement and other required forms at the time the property is entered into the MLS. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

B. The signature(s) of all property owner(s) of record must be included on all changes in status, price changes, listing extensions and/or changes in terms. In lieu of the owner’s signature(s), acceptable documentation would include a faxed authorization or an email authorization with an electronic signature from the owner(s). The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

Article 04.03: Listing Price Specified

The full listing price as stated in the listing contract must be indicated in the appropriate block of the MLS data form

Article 04.04: Virtually Staged Photos

Virtual Staging shall not be used for Pre-Construction & Under Construction properties.

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

Disclosure Requirements: Disclosure of virtually-staged photo(s) is required in the specified field, namely the photo description entry field by adding the words “Virtually staged” **and** by checking the virtually staged field. Additionally, the first words of the public remarks must read “One or more photo(s) was virtually staged.”. Photos must always present a “True Picture” of the property.

Permitted Uses of Virtual Staging in the Service:

A. Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include but are not limited to: applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of a room.

B. Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.

C. Twilight photos are acceptable as long as lighting is not added where it does not exist and sunset/sunrise is a true reflection of where the sun rises and sets

Prohibited Uses of Virtual Staging in the Service:

A. No photos of the exterior of the property shall be virtually staged, except for unattached furniture or décor.

B. No permanent fixtures of the interior or exterior of the property shall be attached, removed, altered or added to photos.

C. Modifying photo(s)/rendering(s) to include visual elements not within a property owner’s control is strictly prohibited. (example: editing in a view of the gulf/ocean, lighting and/or popular landmarks that are not physically possible from the specified location in the real world.)

D. Modifying photo(s)/rendering(s) to exclude negative visual elements is strictly prohibited. (example: holes in the wall, exposed wiring, damaged flooring, etc.)

E. No branding is permitted. The use of people or persons and/or words on any property photograph submitted to the Service is strictly prohibited.

F. Modifying photo(s) / rendering(s) to distort the dimensions of a room or space is strictly prohibited. (example: placing small furniture to make a room appear larger than it actually is.)

All photos must represent a true and accurate picture of all property features and surroundings.

Failure to comply with Virtual Staging Rules and Regulations shall result in the Virtual Staged photos being removed from the service, and an automatic fine as outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3)

(Amended 1/2021).

Article 04.05: Listing Content and Virtual Tours

A. At least one front exterior photo or rendering, aerial photo, or water view from the property (unit) must be loaded before a listing will be active. The front exterior photo or rendering must be entered in the 1st photo slot of the listing on all property types unless the 1st slot is an aerial photo or an exterior photo of a water view from the property (unit), in which case the front exterior photo must be in the 2nd slot,

i. A photo of a swimming pool does not qualify as a water view.
ii. For water view photos taken from condominium units, the vast majority of the photo must feature the water view and may not include interior features.
iii. A collage may not be used for the 1st photo slot.
iv. The property Owner(s) have the ability to withhold photographs from the MLS after written authorization is provided to the listing Broker/Agent and then supplied to the Stellar 's administration department. A logo will be added when written authorization is received that states "Photo not available per seller's direction". (Updated 3/2026)

B. The only exception is vacant land listings which must have a photo or an aerial photo, rendering, site plot or plat map in the listing's 1st photo slot. Photographs, images, virtual tours and/or renderings submitted by a Participant or Subscriber shall not be copied by other Participants or Subscribers for use in a subsequent listing of the same property without first obtaining a proper license from the owner of such photographs, virtual tour or renderings. Images not licensed or purchased by the listing broker/agent will result in an automatic fine as outlined in the Automatic Fines Schedule, Level I (See Article 11/Section 4.3).

C. Front exterior photos must show a majority of the total home/building and yard signage of the broker, builder, or with contact information of the seller/owner may not be visible in the photo/image. The penalty for non-compliance is outlined in the Automatic Fines Schedule, Level I (See Article 11/Section 4.3). (Updated 3/2026)

D. Photos, images, Public facing attachments or virtual tours may not contain company or agent logos, agent photos, commissions*, bonuses*, contact information for the agent or office, direct or indirect branding for an agent, brokerage or team, text, or graphics of any kind (with the exception of the Stellar MLS watermark) in the virtual tour or photo sections. Only photographs, site plot, property sketch, property line art or survey of the property can be entered in the virtual tour and all photo fields. All content including remarks, virtual tour photos and images must be owned, purchased or licensed by the listing broker/agent, from the content owner. Third-party virtual tour vendor's contact information (non-interactive) is the only contact information allowed on Virtual Tours. The virtual tour link must be a valid URL and may not contain any Participant/Subscriber names or links to any third party business or social networking sites. Offers of compensation may not be communicated through any listing content in the MLS, including photos, virtual tours, remarks or attachments, public or private remarks.

E. Photos, images or virtual tours of a property featuring people, including if in costume, are not allowed in the MLS. For aerial shots of public spaces (i.e. beaches), facial features of people must not be identifiable. (Updated 3/2026)

Note: *"For Commercial Sales, Commercial Leases, and Business Opportunities, signage of property occupants is permitted in photos. Under no circumstances may retail logos be added to photos or site maps, nor may brokerage branding of any kind be added to photos."* The penalty for non-compliance is outlined in the Automatic Fines Schedule, Level I (See Article 11/Section 4.3). (Updated 8/2024)

*****Level III severe, will apply for any direct or indirect reference to offers of compensation **anywhere** in the MLS, including but not limited to photos, virtual tours, remarks or attachments, public or private remarks, showing instructions, or other open text fields is strictly forbidden. The penalty for non-compliance is outlined in the Automatic Fines Schedule, Article 11/Section 4.3.3 Level III Severe.

F. Room types, dimensions and finishes are allowed in floorplans added as images. Floor plans should not contain any branding but may display copyright notifications for the author of the floorplan. Subscribers must have permission to use copyrighted floor plan images prior to entry into the MLS.

G. Upon Stellar MLS receipt of a Digital Millennium Copyright Act (DMCA) take-down notice for a violation on a website URL that is owned by a MLS Participant/Subscriber, MLS staff has the authority to remove the alleged infringing material outlined in the take-down notice from the MLS Listing Content within 2 days excluding weekends and federally recognized holidays. The listing agent and listing broker will be notified via the email address on file. The penalty for uploading content that causes another Participant/Subscriber to receive a DMCA take-down notification is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3) (Amended 1/2021).

H. Offers of compensation may not be communicated through any listing content in the MLS, including but not limited to photos, virtual tours, remarks or attachments, public or private remarks, showing instructions, or other open text fields. The penalty for non-compliance is outlined in the Automatic Fines Schedule, Article 11/Section 4.3.3 Level III Severe.

(Updated 8/2024)

Article 04.06: Listing Remarks

A. Rules relating to listing remarks vary by section: Public Remarks, Realtor Only Remarks and Additional remarks.

B. Public Remarks must be about the listed property or the transaction.

C. Builder name is acceptable in Public remarks.

D. Short Sale listings must be clearly identified in the Public Remarks by indicating "short sale" as the first words of the remarks.

E. The Public Remarks shall not include any of the following:

- **i.** Contact, personal, or professional information about the Participant, User, Seller(s)/Owner(s) or Builder*.
- **ii**. Any reference to a lock-box agreement

- **iii**. Any reference to websites or URL's
- **iv**. User or Company information.
- **v.** Vendor or third-party service provider information
- **vi**. Owner(s) of record name or contact information
- **vii**. Showing Instructions
- **viii**. Open House information
- **ix**. Inappropriate information or language
- **x.** Calling/Access/Security/Gate or other codes for systems or equipment designed to ensure
- the security of the property

*For New Construction, the builder's name may not be included in public remarks. For resale properties, where the builder is not the seller or a Participant, builder or architect names may be used in the public remarks as a feature describing the property. (Updated 3/2026)

Note: The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section

4.2). Repeated or deliberate violations by the same subscriber will immediately be subject to the progressive fine schedule with no further notice as outlined in the Automatic Fines Schedule, Level I (See Article 11/Section 4.3).

F. All listing remarks must be in compliance with State and Federal law in all matters relating to the advertisement and sale of real property

(Updated 10/2025)

Article 04.07: Duplicate Listings

Stellar MLS will accept only one listing per Tax ID number per property type classification; with the exception of Commercial properties when listing multiple units within the same building. Properties may not be listed more than one time, for example entered separately as a "three bedroom" listing and as a "four bedroom" listing or entered once in each of two different subdivisions, in more than one city, county, zip code, property style, etc. If appropriate, a property can be listed in more than one property type classification. (updated 8/2024)

Reporting Requirements: All duplicate listings must be maintained concurrently. If the property is sold, the closing must be reported on only one ML#. Any additional listings must then be withdrawn. Failure to do so will result in an automatic fine as outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3).

Article 04.08: Listing Multiple Properties

A. Listing Properties/Parcels that may be sold together or separately:

Properties that may be sold together or separately may be entered individually and as a package. Individual portions of the property may be listed in the appropriate property class but not in multiple property styles; additionally, the full package listing may only be entered in one property class. The public remarks must note

that the property can be sold individually or as a package, with other ML#'s, addresses and parcel IDs being noted in the Realtor Only Remarks.

Reporting Requirements: If the property sells as a full package, the individual listings must be withdrawn; if one or more of the individual properties sell, the closing must be reported on the individual ML#, and the package listing revised to include remaining properties or be withdrawn. Failure to do so will result in an automatic fine as outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3).

B. Properties/Parcels that may only be sold as a package:

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

Reporting Requirements: When the listing package is sold, the closing may only be reported through one ML#; any remaining listings in other property classes must be withdrawn. Failure to do so will result in an automatic fine as outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

Article 04.09: Tax ID

Listings must have the correct Tax ID number and/or format. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.10: Map

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

Article 04.11: Calling / Access Codes

For security purposes, the following information may only be published in the instructions section of the secure showing service program provided by the MLS: combination lock-box codes, security gate codes, security system alarm codes or any other codes for equipment or systems designed to ensure the security of the property. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.12: Listings Not Available For Showing

A. Because Stellar MLS® exists to facilitate cooperation by Participants in the showing and sale of each other's listings, if no showings of any kind are available after the property has been entered into the MLS, the listing must be placed into the Temporarily Off Market (TOM) status until showings are again available, with the following exception:

i. The property is under auction terms, or a property has been deemed unsafe with explanatory documentation for either uploaded as an attachment upon listing entry.

Listings may not be entered as Active prior to being available for actual showings by all Participants/Subscribers. For example: Stellar MLS will not accept listings with "No showings until MM-DD".

B. Active Listings that become temporarily unavailable for showing by other Participants for any reason whatsoever must be changed to “TOM” (Temporary Off Market) status within two days excluding weekends and federally recognized holidays and will expire automatically on the Expiration Date unless reactivated in the interim. The penalty for non-compliance of A or B is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

C. Properties that are in TOM status may not be publicly marketed. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level III - Severe category (See Article 11/Section 4.3). (Amended 3/2020)

D. Unless written permission is obtained from the listing agent/broker or included in the listing, A fine will be imposed to any Participant/User contacting owner(s) of record when their listings are in an on market (ACT, PNC, TOM) status as outlined in the Automatic Fine Schedule, Level III - Severe category (See Article 11/Section 4.3.

Article 04.13: Driving Directions

Driving directions are required in the field provided and must be For narrative driving directions purposes. Directions must start from a major highway/intersection and include full street names, beginning and ending points and use standard directional designations such as north, south, east and west. Directions may not refer the user to an on-line electronic mapping service, e.g. Google Maps or GPS latitude and longitude coordinates, as a substitute for entering narrative directions. Driving directions shall not contain URL’s, references to websites, contact information or any other verbiage not related to driving directions. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.14: Short Sales

Short Sales must be disclosed in the “Special Sale Provision” field by selecting “Short Sale” in addition to remarks requirements above. (Updated 8/2024)

Article 04.15: Listing Manipulation

A. Listing must reflect the correct status at all times and may not be inactivated through a change of status and then be reactivated to cause the listing to appear as new. The only valid reasons for changing a listing number are the execution of a new listing agreement by a new office or the execution of a new listing agreement on a property by the same brokerage which is dated at least 30 days after expiration or withdrawal of the prior agreement. The system’s CDOM (Cumulative Days on Market) will reset to zero after 60 days off the market. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4C).

B. Delayed Distribution Listings: The delayed listing period may not be extended. Re-entry of the same property as “delayed” by the same listing office is not permitted. The penalty for non-compliance is outlined in Article 11/Section 4.3 – Automatic Fine Schedule, Level II. Note: Should the property owner execute a listing agreement with another brokerage, the new listing would be eligible to be entered as “delayed”. (Updated 08/2025)

Article 04.16: Housing for Older Persons

Disclosure of qualified housing for older persons in the MLS database is mandatory. Any listing otherwise eligible for dissemination in the MLS database that is located within a community that is “qualified housing for older persons” under the Fair Housing Act and thus may lawfully limit occupancy to such older persons (e.g. an “over- 55” or “over-62” community).

A. When the listing Participant discloses that a property is qualified housing for older persons, then at the time the listing is loaded in the MLS database, the Participant must select “Yes” under the “Housing for Older Persons” menu in the Listing Maintenance program. The property may also be described as being qualified housing for older persons in any of the “Remarks” sections (optional). The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

B. The Participant’s submission of a listing to the MLS database that is subject to a restriction on the age of the occupants of the property shall constitute the Participant’s commitment to defend, indemnify, and hold harmless the MLS against any claim that the MLS, by including such remarks, has violated any local, state, or federal laws that prohibit discrimination against families with children, or on the basis of age. The penalty for noncompliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.17: HUD Listings

HUD listings may be identified in Realtor Remarks and if so identified, must include information that the cooperating broker must be registered with HUD. (Updated 8/2012)

Article 04.18: REO/Bank Owned Disclosure

REO/Bank Owned properties must be noted in the “Special Sale Provision” Field.

Article 04.19: In-Foreclosure and Pre-Foreclosure

Before selecting In-Foreclosure or Pre-Foreclosure in the Realtor Info Confidential field or noting in Remarks, it is highly recommended that the listing participant obtain written consent from the property owner(s) of record.

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

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

Article 04.20: Type of Listing/Special Listing Type

A. Limited Service, MLS Only, Delayed Distribution, and Exclusive Agency, Office Exclusive and Exclusive Office Exclusive with Temporary Exclusion Listings must be disclosed in the proper field.

B. Office Exclusive and Office Exclusive with Temporary Exclusion listings will only be available to the listing broker and office or agent. The listing may be moved from Office Exclusive/Temporary Exclusion to full MLS entry upon the property owner(s) written request. Note: the property history for listings moved from Office Exclusive or Temporary Office Exclusion will automatically be cleared and ADOM and CDOM will reset to zero (0). (Updated 8/2025)

Article 04.21: Pre-Construction Homes

Pre-construction Definition: The listing is for a specific lot with a specific structure that could be built for a specific list price however construction has not begun.

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

A. The list price must include the price of the residential structure and the lot.

B. Pre-construction must be selected from the Construction Status field.

C. The first words in the Public Remarks field must say “Pre-Construction. To be built.”

D. The first photo must be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public and Realtor Only Remarks.

E. If there is no contractual agreement in place between the property owner(s) listing the vacant land and a builder that grants the builder an interest in the property, the listing may not be entered.

(Updated 8/2024)

Article 04.22: Under Construction Homes

Under Construction Definition: The listing is for a specific lot and specific structure where ground has broken but construction is not complete and a Certificate of Occupancy has not been issued.

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

A. The list price must include the price of the residential structure and lot.

B. Under Construction must be selected from the Construction Status field.

C. The first words in the Public Remarks field must say “Under Construction.”

D. The first photo must be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public and Realtor Only Remarks.

E. The Builder Name and License Number are required in the designated fields.

F. A floor plan representing the finished structure is recommended to be uploaded as an attachment, but is not permitted to be uploaded as a listing photo. Please see Article 4, Section 5D.

(Adopted 11/2015)

Article 04.23: Solds / Non-Members

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

Article 04.24: Attachments

Attachments to listings must be in compliance with MLS Rules and Regulations and may not contain any information regarding compensation to a buyer's broker or bonuses. (Updated 8/2024)

Article 04.25: Showing Instructions

Cooperating Participant/Subscribers must contact the Listing Participant to arrange appointments to show listed property, even if the property has a lockbox affixed to it unless the Listing Participant has given specific written permission to show the property without first contacting them.

Note: *Lockboxes are a service provided by Stellar MLS Shareholder Associations / Boards.*

A. Stellar MLS does not allow publication in any field of combination lock-box codes, security gate codes or security system alarm codes or any other codes for equipment or systems designed to ensure the security of the property. The penalty for non-compliance is outlined in the General Fines Schedule (See Article 11, Section 4.2).

Article 04.26: Incorrect/Incomplete Information

In addition to the specific rules included in Article 4, all listings must be complete and accurate. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.27: Allowing Unauthorized Access

Allowing unauthorized access to the System/services or distribution of MLS data is strictly prohibited. Unauthorized Access is defined as the following:

A. Internal: A Participant/Subscriber who shares a password with or distributes listing information to another individual in the same office or firm as the Participant/Subscriber, and that individual is not an authorized Participant/Subscriber, the Participant/Subscriber will receive an automatic/progressive fine as established by the Board of Directors. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

B. External: A Participant/Subscriber who allows unauthorized access to or use of the MLS by a third party outside the same office or firm as the Participant/Subscriber for any purpose, including but not limited to violations of Article 10.E (MLS of Choice) or other use for monetary gain. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level III (See Article 11/Section 4.3).

Article 04.28: Energy Efficiency Documentation

Entry and disclosure of energy efficient (green) property features in the MLS database is optional. However, if the listing agent selects an option from the Green Certifications field, documented proof of the certification must be uploaded to the listing immediately following listing entry or update.

Note: The penalty for non-compliance is outlined in the General Fines Schedule (See Article 11, Section 4.2). (Adopted 10/2011)

Article 04.29: Expected Closing Date

When a closing date has changed, the “Expected Closing Date” must be updated to reflect the correct date. Failure to update within five (5) business days excluding weekends and federally recognized holidays after one (1) day courtesy notice (See Article 11/Section 4.1), will result in a fine based on the Progressive Fine Schedule (See Article 11/Section 4.4). Expected Closing date is NOT required on listings indicated as “Short Sale” in the Special Sale Provision Field (Updated 3/2013).

Article 04.30: Submission of Requested Documents

When requesting documentation for purposes of auditing a listing, the documents must be received within two (2) days. Failure to comply by the deadline will result in an automatic fine as outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

Article 04.31: No Reference to Offers of Compensation

Any direct or indirect reference to offers of compensation anywhere in the MLS, including but not limited to photos, virtual tours, remarks or attachments, public or private remarks, showing instructions, or other open text fields is strictly forbidden. The penalty for non-compliance is outlined in the Automatic Fines Schedule, Article 11/Section 4.3.3 Level III Severe. (Adopted 8/2024)

Article 05 - Listing Procedures

Article 05.01: Submission of Listings

Participant’s listings of real property of the types shown below which are located in the counties of the Stellar MLS service area must be entered into Stellar MLS within five business days, excluding weekends or federally recognized holidays, upon the latter of a) the dated signature of the owner(s) of record or b) the beginning date on the Listing Agreement or (c) within one business day of any public marketing, whichever is sooner.

Should any public marketing of a listing occur during the allowed five-day submission period, or at any time while the listing is on file as an Office Exclusive or Temporary Exclusion, the listing Participant must release the listing to the MLS for cooperation with other MLS participants within one business day. 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.

Failure to enter the listing into Stellar MLS within five business days, excluding weekends or federally recognized holidays, upon the latter of a) the dated signature of the owner(s) of record or b) the beginning date on the Listing Agreement in accordance with the Rules and Regulations or failure to enter the listing into the MLS within one business day of public marketing will result in a Level III - Severe automatic penalty of $500 for the first occurrence; as outlined in Article 11.4. (Updated 08/2025)

Mandatory Listing Types.

A. Listings entered as active, as Delayed Distribution, Office Exclusive with or without a Temporary Exclusion in any of the following categories must be entered within five (5) days of the owner’s signature(s):

1. Single family homes for sale or exchange
2. Condominiums, co-ops and townhouses for sale or exchange
3. Vacant residential lots or parcels for sale or exchange
4. Manufactured or Mobile homes where land ownership or a corporate equity interest in the community (such as a condominium, co-op share, or proprietary lease) is included in the sale or exchange. Manufactured or mobile homes on land subject to a standard lot rental agreement with no ownership interest, or requiring a manufactured or mobile home dealer's license to list or sell, are not permitted under this section.
5. Duplexes, triplexes or quadruplexes for sale or exchange

Optional Listing Types

B. The following classifications of property may be placed with Stellar MLS® as Active, entered for comparable purposes, Delayed Distribution, Office Exclusive with or without a Temporary Exclusion at the option of the Participant, however listing, if entered, must be in compliance with the Rules and Regulations:

1. Pre-Construction and New Construction Properties
2. Commercial Sale and Commercial Lease
3. Business Opportunity Listings. If entered, Business Opportunity listings are not required to have a photo, driving directions or address.
4. Properties personally owned by Participants or Subscribers where the owner is the listing agent are optional. This does not apply to properties owned by a business entity.
5. Rental Properties (short or long term)
6. Fractional Listings. A Fractional listing, wherein the buyer(s) will receive a recorded deed may be submitted to the MLS by the Participant. Several types of legal restrictions can apply to fractional ownership: state real estate law, local real estate law, private deed restrictions and federal/state and securities law. Rules upon Entry into MLS: If a Participant chooses to enter a Fractional Listing into the MLS:
   a. Fractional” under the “Ownership” field must be selected
   b. Public Remarks” must include the words “Fractional Ownership and the number of shares included/total shares in the first line of remarks.
   c. Fractional listings must be entered on the residential (RES) profile sheet.
7. Joint Listings. When a Participant jointly lists a property with another Participant, the following rules apply:
   a. Only one Participant of the MLS may submit the listing to the MLS.
   b. The listing Participant is solely responsible for the terms and conditions of the listing.
   c. The listing must be of a type permitted by the MLS and conform to all rules, regulations, and policies of the MLS.
   d. The agent who is listing the property in the MLS must have written authorization from the other listing broker permitting the listing to be placed in our MLS.
   e. The agent who is listing the property in the MLS must have written authorization from the property owner(s) authorizing the joint listing of the property.
8. Sold Data for Entry Only Listings. These entries are optional; however, Participants must adhere to the following guidelines:
   a. The listing cannot be uploaded until the transaction has closed.

b. Sales must be loaded within 30 days of the closing date.
c. Must upload one front exterior photo.

All new listings will be automatically placed in “Incomplete” status and will not show as active until one front exterior photo or rendering, aerial photo or water view from property (unit) is added in the 1st slot of the MLS system. Once a photo is present the listing may then be moved into “Active” status. Listings in an “Incomplete” status will be purged out after 30 days from the entry date. (Updated 6/2016)

a. Written Consent. Obtain owner(s) of record informed written consent (in either the listing agreement or an addendum thereto) to disclose the potential short sale circumstance to cooperating brokers, buyer(s) and the public.

b. Disclosure Options. Clearly and promptly disclose the potential short sale circumstance to all cooperating brokers and, when and if appropriate, disclose that the sale of the listed property may be conditioned upon the approval of a court, a lender, or other third party. It is required that such disclosures occur at the time of MLS input, if known, or within one (1) day (excluding weekends and holidays) upon receipt of knowledge. Such disclosure must be included in the “Public Remarks” Sections of the listing. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2). (Updated 9/2010)

c. Short Sale Listings. In instances where the listing broker becomes aware that the sale price may be insufficient to pay the total of all liens and costs of sale and the owner(s) of record may not be able to bring sufficient liquid assets to the closing to cure all deficiencies (the Potential Short Sale Circumstance), the listing broker shall:

If after the initiation of negotiations, the listing broker receives knowledge of the existence of a potential short sale circumstance, or that the sale of the listed property may be conditioned upon the approval of a court, a lender, or other third party, then such disclosures must be made in writing in the Public Remarks” Sections of the MLS listing. All confidential information related to short sales must be communicated through required dedicated field and Realtor Only Remarks, available only to Participants and subscribers. (Updated 9/2010)

Article 05.02: Types of Listings Accepted

Participants in Stellar MLS may submit the following types of listing(s) (Note: These listing agreements must include the owner(s) of record written authorization to submit the agreement to the Stellar MLS):

A. Exclusive Right of Sale: The Exclusive Right of Sale Listing in which the Listing Participant is authorized by the owner(s) of record to cooperate with other brokers. It gives the Listing Participant the right to sell the property if the property is sold by anyone, including the owner(s), within the listing period.

B. Exclusive Agency: The Exclusive Agency Listing authorizes the Listing Participant, as exclusive agent, to cooperate with other Participants, but also reserves for the owner(s) of record the right to sell the property themselves. 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.

C. Limited Service Listings: A Limited Service listing may not reference that the listing is For Sale By Owner (FSBO) in the Public or Realtor Remarks. A Limited Service Listing is defined An arrangement

where the property owner(s) contracts with the listing broker for a la carte services, and the listing broker may direct the buyer's representative to contact the seller(s) directly for one or more of the following:

i. Schedule showing appointments

ii. Answer questions about property

iii. Present offers or counter offers

iv. Participate in negotiations

(Updated 10/2024)

Article 05.03: Optional Listing Types

Section 3: Optional Listing Types

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

i. Pre-Construction and New Construction Properties

ii. Commercial Sale and Commercial Lease

iii. Business Opportunity Listings.

If entered, Business Opportunity listings are not required to input a business address, driving directions, or submit a photo. To comply with the Stellar MLS listing photo rules, **click here** to download a stock photo to add to your listing. (see **Article 4.05** for more info).

iv. Properties personally owned by Participants or Subscribers where the owner is the listing agent are optional. This does not apply to properties owned by a business entity.

v. Rental Properties (short or long term)

vi. Fractional Listings.

A Fractional listing, wherein the buyer(s) will receive a recorded deed may be submitted to the MLS by the Participant. Several types of legal restrictions can apply to fractional ownership: state real estate law, local real estate law, private deed restrictions and federal/state and securities law.

Rules upon Entry into MLS: If a Participant chooses to enter a Fractional Listing into the MLS:

a. "Fractional" under the "Ownership" field must be selected

b. "Public Remarks" must include the words "Fractional Ownership and the number of shares included/total shares in the first line of remarks.

c. Fractional listings must be entered on the residential (RES) profile sheet.

vii. Joint Listings.

When a Participant jointly lists a property with another Participant, the following rules apply:

a. Only one Participant of the MLS may submit the listing to the MLS.

b. The listing Participant is solely responsible for the terms and conditions of the listing.

c. The listing must be of a type permitted by the MLS and conform to all rules, regulations, and policies of the MLS.

d. The agent who is listing the property in the MLS must have written authorization from the other listing broker permitting the listing to be placed in our MLS

e. The agent who is listing the property in the MLS must have written authorization from the property owner(s) authorizing the joint listing of the property.

viii. Sold Data For Entry Only Listings.

These entries are optional; however, Participants must adhere to the following guidelines.

a. The listing cannot be uploaded as "sold" until the transaction has closed.

b. Sales must be loaded within 30 days of the closing date. and include at least one front exterior photo.

(Updated 8/2024)

Article 05.04: Listing Types Not Accepted

Stellar MLS does not accept the following types of listings. If a Stellar MLS Participant or Subscriber takes one of these listings outside of the MLS, these listing types would not be subject to Article 5.01 of the Rules and Regulations.

A. Net Listings:

A Net Listing is an agreement to pay the owner(s) of record a “net” price for their property regardless of the sales price

B. Open Listings:

An Open Listing is expressed or implied. Since it is not in writing, it does not include authorization to cooperate and compensate other brokers and offers a disincentive for cooperation.

C. Assignable Contracts:

Listings where the Listing Agreement is with a pending purchaser who is under contract to purchase the property but has not yet closed.

Article 05.05: Other Listing Types

Stellar MLS does not regulate the type of listings Participants may take, but it does not accept every type of listing. Participants of Stellar MLS are free to accept other types of listings to be handled outside Stellar MLS.

Article 05.06: Non-Participant Listings

Participants may enter information into the system solely for its Participants and Subscribers and may not input listings on behalf of non-participant brokerages.

Article 05.07: Named Prospects

Exclusive Right of Sale Listings, Exclusive Agency and Limited Service agreements with “named prospects” exempted must be clearly distinguished by indicating “Exclusion” on the MLS data entry form.

Article 05.08: Agency Representation

Stellar MLS accepts listings from Participants representing their customers as single agents, transaction brokers or non-representatives.

Article 05.09: Use of MLS Data Entry Form

Participants shall utilize the current approved MLS data entry form, complete all required fields and obtain all required signatures. Alternatively, the owner(s) of record may sign the Owners Authorization Display (available when the MLS listing is submitted as incomplete), which contains the proper indemnification statement.

A. Condo/Hotel, Boat Slip and Fractional Listings (if entered) must use the Residential / Rental MLS Data entry form or signatures must be obtained on the Owners Authorization Display.

Article 05.10: Refusal of Certain Forms of Listings

Stellar MLS, upon review and approval of its legal counsel, refuse to accept:

i. Any listing form which fails to adequately protect the interest of the public and the other Participants.

ii. Any listing form that establishes or attempts to establish any contractual relationship between Stellar MLS and the owners.

iii. Any listing form which includes offers of compensation or otherwise does not comply with these Rules and Regulations.

(Updated 8/2024)

Article 05.11: MLS Listing Options for Property Owners

1. Multiple Listing Options for Property Owner(s) provides owner(s) of record, with multiple options to list and disseminate their property by the Participant through Stellar MLS (MLS).

A. Active Listing: Where the owner(s) of record has directed the listing Participant to disseminate their property through the MLS to all Subscribers, to publicly market their property, to display on IDX and syndication platforms, the Participant shall submit the listing in Stellar MLS in accordance with all Rules & Regulations. (See Article 05.01 Submission of Listings)

B. Office Exclusive: Where the owner(s) of record has directed the listing Participant NOT to disseminate their property through the MLS to Participants and Subscribers outside of their office. An Office Exclusive listing must be fully entered into the MLS system and will only be available to the listing broker’s office. The property owner(s), listing broker (or authorized associate) and agent must also sign the Stellar MLS-approved MLS Options for Property Owners form and provide a copy within two business days of request by the MLS. No public marketing of the listing is permitted for Office Exclusive listings. Should public marketing

occur, the listing must be released for full cooperation into the MLS within one business day, in accordance with these Rules and Regulations.

C. Office Exclusive with Temporary Exclusion: Where the owner(s) of record has directed the listing not to disseminate their property in the MLS for a defined period of time to allow for necessary time to prepare the property for dissemination to MLS Participants and Subscribers. During the exclusion period, the listing will only be available to the listing broker and listing agent. The property owner(s), listing broker (or authorized associate) and agent must also sign the Stellar MLS-approved MLS Options for Property Owners form and provide a copy within two business days of request by the MLS. No public marketing of the listing is permitted for Office Exclusive listings with a Temporary Exclusion. Should public marketing occur, the listing must be released for full cooperation into the MLS within one business day, in accordance with these Rules and Regulations,

D. Delayed Distribution: Where the owner(s) of record has directed the listing Participant to delay the public marketing of their property and delay the display on IDX and syndication platforms for five (5) calendar days. The listing must be entered into the MLS in accordance with all Rules and Regulations and noted as "Delayed Distribution" when the listing is entered. The property owner(s), listing broker (or authorized associate) and agent must also sign the Stellar MLS-approved MLS Options for Property Owners form and provide a copy within two business days of request by the MLS.. During the "delay" period, the listing will be fully active and available to all MLS Participants and Subscribers in every capacity but will not be disseminated outside of the MLS for purposes of IDX or third-party syndication. When the "delay" period ends, the listing will then be disseminated for IDX and third-party syndication. (Updated 08/2025)

E. Coming Soon: Where the owner(s) of record has directed the listing Participant to pre-market the listing with limited exposure. Listings may remain in Coming Soon status for up to 14 calendar days prior to full market. The listing must be entered into the MLS in accordance with all Rules and Regulations upon entry. The property owner(s), listing broker (or authorized associate) and agent must also sign the Stellar MLS-approved Coming Soon form and provide a copy within two business days of request by the MLS. Once the listing is updated in Stellar MLS from Coming Soon to another status it may not return to Coming Soon

Listings in Coming Soon status:

- Will be available to all MLS Participants and Subscribers.
- May be disseminated for IDX display and third-party syndication; however, public display may be delayed or restricted based on selected listing distribution options.
- Listing broker, listing agent, seller, and cooperating brokers and agents may provide access to show the property during this period.
- Will be automatically updated to Active status by the MLS system on the 15th calendar day if not updated prior.
- May accept offers, listing must be updated to Pending status within two (2) business days if accepted.
- Will not accrue ADOM and CDOM while property is in Coming Soon Status
- All marketing must clearly identify the property as "Coming Soon."

2. Requirement: If the owner(s) of record direct the listing Participant to list their property as Delayed Distribution, Office Exclusive or Office Exclusive with Temporary Exclusion, the listing Participant must retain a fully signed copy on file of the Multiple Listing Options Form for Property Owners with the specific option

selected (Office Exclusive, Temporary Exclusion, or Delayed Distribution). Failure to submit a signed Multiple Listing Options Form within two (2) business days of the request by the MLS will result in an automatic fine as outlined in the Automatic Fines Schedule, Level II (See Article 11 / Section 4.3) (Updated 08/2025)

Article 05.12: Change of Terms and Status of a Listing

A. Change in Terms: Any price change or change in the terms and conditions from the original listing agreement shall be made only when authorized in writing by the owner(s) of record and shall be filed with Stellar MLS within two days, excluding weekends and federally recognized holidays, after the signed authorization is received by the Listing Participant. The "Pending Status" on any listing overrides the expiration date. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3).

B. Change in Status:

i. Any change in status to "pending" shall be filed with Stellar MLS within two days, excluding weekends and federally recognized holidays, of effective date of contract. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3).

ii. Any change in status to "sold" shall be filed with Stellar MLS within two days, excluding weekends and federally recognized holidays, of close date of contract. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3).

iii. For short-term rental listings where multiple months or weeks are marked available, if one or more month/week is booked while others are still available, the Weeks Available and Months Available fields must be updated within two days, excluding weekends and federally recognized holidays, of effective date of contract.

iv. All other change in status shall be filed with Stellar MLS within two days, excluding weekends and federally recognized holidays, after the signed authorization is received by the Listing Participant. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3).

v. If a listing is unavailable for showings of any kind, the listing must be placed into the Temporarily Off Market (TOM) status until showings are again available. (Updated 8/2025)

C. Status Definitions:

i. Pending: For sales, a real estate transaction status where the buyer(s) and property owner(s) have entered into a legally binding contract with an effective date, however the property has not yet transferred ownership. For rentals, approval of rental application and/or receipt of deposit.

ii. Sold: For sales, when a property has been closed and transferred ownership.

iii. Active: A current listing contract exists between a property owner and a broker. The owner(s) have not entered into a legally binding contract with an effective date. The property is available for showing and/or submission of offers to purchase or lease.

iv. Leased: A deposit being received AND lease being signed.

v. Lease Option: Property owner and tenant have agreed to lease option terms and conditions.

vi. Expired: The listing contract has passed its termination date.

vii. Temporarily Off Market: A current listing contract exists between a property owner and a broker and while listed in the MLS, the property becomes unavailable for showing and/or submission of offers to purchase or lease. This status is to be used when the property was previously entered as an active listing, and the property cannot be shown temporarily

viii. Withdrawn – Conditional: The listing has been withdrawn from the market. A listing agreement may still exist between the property owner(s) and the listing office; prior to relisting, be sure to review any outstanding obligations with previous listing office and the seller.

ix. Cancelled: The listing has been withdrawn from the market with no outstanding obligations between the property owner(s) and the prior listing office.

D. Definition of Selling Office/Agent: For sold transactions, the selling office/agent are defined as the office/agent compensated as the buyer's brokerage. Accurate reporting of the selling office/agent ID is required. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2). (Adopted 11/2016)

Article 05.13: Withdrawal of Listing Prior To Expiration

Listings may be withdrawn from Stellar MLS by the listing broker before the expiration date of the listing agreement if agreed to in writing by the listing broker and the owner(s) of record. A copy of the agreement must be available upon request by Stellar MLS. The owner(s) of record do not have the unilateral right to require the Stellar MLS to withdraw a listing without the listing broker's concurrence. However, when the owner(s) of record can document that their exclusive relationship with the Listing Participant has been terminated; Stellar MLS may remove the listing at the request of the owner(s) of record. (Updated 8/2024)

Article 05.14: Expiration, Extension, and Renewal of Listings

Any listing filed with Stellar MLS automatically expires on the date specified in the agreement unless renewed in writing by the owner(s) of record and by the listing broker and a notice of that renewal or extension is updated in the Stellar MLS database. Any extension or renewal of a listing must be signed by the parties to the original listing contract. Expired listings can be changed from expired status to active status in the MLS data base for up to 30 days after the expiration date provided the signed renewal or extension is received and dated within 30 days of the expiration date. (Updated 11/14/23)

Article 05.15: Listings of Suspended Participants

When a Participant is suspended from Stellar MLS for failing to abide by a membership duty (i.e., a violation of the Code Of Ethics, Bylaws, Stellar MLS Rules and Regulations, or other membership obligations), all listings currently filed with Stellar MLS by the suspended Participant shall, at the Participant's option, be retained in Stellar MLS until sold, withdrawn, or expired, and shall not be renewed or extended by Stellar MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from their primary Association or Stellar MLS (or both) for failure to pay appropriate dues, fees or charges the suspended Participant's listings in Stellar MLS will be canceled. The

suspended Participant will be advised in writing of the intended removal so that the suspended Participant may advise the owner(s) of record. (Updated 11/14/23)

Article 05.16: 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., violations of the Code of Ethics, Board bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in the effect when the expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board 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 or an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advice their customers. (Revised 6/2012). (Updated 11/14/23)

Article 05.17: Listings of Resigned Participants

When a Participant resigns, Stellar MLS is not obligated to provide services or include the resigned Participant's listings in Stellar MLS. Prior to any removal of resigned Participant's listings from Stellar MLS, the resigned Participant will be advised in writing of the intended removal so that the resigned Participant may advise the owner(s) of record. (Updated 11/14/23)

Article 05.18: Listing Acceptance From Participants

Stellar MLS will accept listings from any Participant who is in good standing in their primary REALTOR® Association and/or a Participant in Stellar MLS. (Updated 11/14/23)

Article 05.19: Listing Acceptance from Non-Member REALTOR®

Stellar MLS will accept listings from Designated REALTORS® in good standing with other Florida MLSs that are a signatory to the FAR Statewide Reciprocal Agreement. It is not required that a REALTOR® first places the listing in their primary MLS unless it conflicts with a rule in their primary MLS. (Updated 11/14/23)

Article 05.20: Lockbox Authorization

The Associations within Stellar MLS require written authorization from the property owner's to the Listing Participant prior to placement of a lock-box on the property. This authorization may be selected by the owner(s) of record in the Exclusive Right of Sale or Exclusive Agency Listing Contract. (Updated 11/14/23)

Article 05.21: Track Price Change Information

Allow the display of price change history of listings in advertising including (but not limited to) IDX, in accordance with NAR's Section 16 of the MLS Handbook. (Adopted 9/2011) (Updated 11/14/23)

Article 05.22: Track Time on Market Information

Allow the display of market time on listings in advertising including (but not limited to) IDX, in accordance with NAR's Section 17 of the MLS Handbook. (Adopted 9/2011) (Updated 11/14/23)

Article 05.23: Auction Properties

The MLS accepts exclusively listed property that is subject to auction (Absolute Auction or Auction With Reserve) or Online Auction; however, any listing submitted is entered within the scope of the Listing Brokerage's licensure and in accordance with all other requirements for listing input. Any contact information, bidding website, if applicable, or any other details related to the auction shall only be included in the fields related to Auctions and also may be included in the "Realtor Only Remarks" field. When the listing broker receives knowledge that the sale of the listed property may be conditioned upon an Auction, then such disclosure must be made in the "Auction Y/N", "Special Sale Provision" and any other required auction fields. (Adopted 3/2015) (Updated 08/2024)

Article 06 - Selling Procedures

Article 06.01: Written Buyer Agreements Required

A. Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer(s) must enter into a written agreement with the buyer(s) prior to touring a residential dwelling of one-four units.

The written agreement must include:

i. 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.

ii. The amount of compensation in a manner that is objectively ascertainable and not open-ended.

iii. A statement 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(s); and

iv. A conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

B. Definition: Touring a property is defined as either a) when the buyer(s) and the agent from the brokerage working with the buyer physically enter a dwelling, or b) when an agent from the brokerage working with the buyer(s) enters a dwelling to provide a live, virtual tour if the buyer(s) is not physically present.

C. Requirement: Failure to submit a signed buyer brokerage agreement within one business day of request by the MLS will result in a Level III – Severe Penalty assessed to the showing agent. (see Article 11.04.3.3)

D. Use of a buyer brokerage agreement that does not meet the requirements outlined above will result in a Level III – Severe Penalty assessed to the showing agent's broker. (see Article 11.04.3.3) (Adopted 8/2024)

Article 06.02: Showing and Negotiations

All dealings concerning property exclusively listed, or with buyer(s)/tenant(s), who are exclusively represented, shall be carried on with the Listing Participant/ User, and not with the customer, except with the consent of the Listing Participant/User or when such dealings are initiated by the customers. Appointments

for showing and negotiations with the owner(s) of record for the purchase of listed property filed with the Stellar MLS shall be conducted through the Listing Participant except under the following circumstances:

A. The Listing Participant/User gives the cooperating Participant/User specific written authority to show and/or negotiate directly, or;

B. If, after reasonable effort, the cooperating Participant/User cannot contact the Listing Participant/User, the Listing Participant, at their option, may preclude all further direct negotiations. Reasonable effort is defined as two days excluding weekends and federally recognized holidays after the cooperating Participant/User sends the Listing Participant a written request to show and/or negotiate the listing.

C. For purposes of this section, anything in writing which is transmitted or delivered by hand, facsimile or electronic means shall be deemed binding and sufficient.

Article 06.03: Presentation of Offers

The Listing Participant/User must make arrangements to present the offer as soon as possible, or give the cooperating Participant/User a satisfactory reason for not doing so. Upon written request from the cooperating Participant/User, the Listing Participant will provide written documentation that the offer was presented. The Listing Participant/User shall submit to the owner(s) of record all offers until closing unless agreed otherwise in writing between the owner(s) of record and the Listing Participant. Unless the subsequent offer is contingent upon the termination of an existing contract, the Listing Participant shall recommend that the owner(s) of record obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Article 06.04: Right of Cooperating Participant in Presentation of Offer

The cooperating Participant /User shall have the right to be present when an offer they secure is presented by the listing Participant /User. The cooperating Participant/User has the right to participate in the presentation to the owner(s) of record 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 that offer by the owner(s) of record or lessor and the Listing Participant / User. However, if the owner(s) of record or lessor gives written instructions to the Listing Participant that the cooperating Participant/User not be present when an offer is presented, the cooperating Participant has the right to a copy of the owner(s) of record written instructions. None of the foregoing diminishes the Listing Participant / Subscriber's right to control the establishment of appointments for such presentations.

Article 06.05: Right of Listing Participant in Presentation of Counter-Offers

The Listing Participant /User have the right to participate in the presentation of any counter-offer made by the owner(s) of record or lessor. They do not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating Participant that the Listing Participant / User not be present when a counter-offer is presented, the Listing Participant has the right to a copy of the purchaser's or lessee's written instructions.

Article 06.06: Advertising of Listing Filed with Stellar MLS

A listing shall not be advertised by any other Participant without the prior written consent of the Listing Participant. Use of information from Stellar MLS compilation of current listing information, from the

Association's "Statistical Report" or from any "sold" or "comparable" report of an Association or Stellar MLS for public mass-media advertising by a Participant or in other public representations may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Associations or Stellar MLS must include the following notice:

"Based on information from the Stellar Multiple Listing Service for the period (date) through (date). This information may or may not include all listed expired, withdrawn, pending or sold properties of one or more members of the Stellar Multiple Listing Service.

A. 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.

Article 06.07: Participant as Principal

If a Participant or User has an ownership interest in a property, the listing of which is to be disseminated through Stellar MLS, the person shall disclose that interest in the Realtor Only Remarks section of the listing. (Updated 11/14/23)

Article 06.08: Participant as Purchaser

If a Participant or User wishes to acquire an interest in a property listed in Stellar MLS, such contemplated interest shall be disclosed, in writing, to the Listing Participant not later than the time an offer to purchase is submitted. (Updated 11/14/23)

Article 06.09: Reporting Cancellation of Pending and Contingent Pending Sales

The Listing Participant shall report to Stellar MLS the cancellation of a pending sale and the listing shall be reinstated to active status within two days excluding weekends and federally recognized holidays, if applicable.

Article 07 - Refusal to Sell

Article 07.00: Refusal to Sell

If the owner(s) of record of any listed property filed with Stellar MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact should be transmitted immediately to Stellar MLS and to all Participants by withdrawing the listing.

Article 08 - Prohibitions

Article 08.01: Information for Participants Only

Any listing filed with Stellar MLS shall not be made available to any broker or firm not a member of Stellar MLS without the prior written consent of the Listing Participant.

Article 08.02: "For Sale" Signs

Only “For Sale” signs authorized by the Listing Participant may be placed on a property. If the Listing Participant authorizes any sign other than the company sign, this must be disclosed in the Realtor only Remarks section of the MLS data form.

Article 08.03: "Sold"/"Sale Pending" Signs

Only Participants/ Subscribers who participated in the transaction as the Listing Participant or cooperating Participant may claim to have “sold” the property. Prior to closing a cooperating Participant may post a “sold” sign only with the consent of the Listing Participant.

Article 08.04: Solicitation of Listing Filed with Stellar MLS

Participants shall not solicit a listing on property filed with Stellar MLS unless such solicitation is consistent with Article 16 of the REALTOR® Code of Ethics and its Standards of Practice. This section is intended to encourage owner(s) of record to permit their properties to be filed with Stellar MLS by protecting them from being solicited prior to expiration of the listing by Participants / Subscribers seeking the listing upon its expiration.

Article 08.05: On-Line Recruiting

The Stellar MLS shall not be utilized for recruiting purposes. Messages, advertisements or e-mails indicating an offer of employment shall be deleted.

Article 09 - Compensation and Concessions

Article 09.01: No Compensation Specified on MLS Listings

Participants, Subscribers, or their property owner(s) may not make offers of compensation to buyer brokers and other buyer representatives in the MLS, including but not limited to public or private remarks, driving directions, showing instructions, in attachments or in any open text field. Failure to comply will result in an automatic Level III - Severe Penalty assessed. (See Article 11.04.3)

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

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

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

Note 3: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. (Amended 8/24)

Article 09.02: Concessions

Seller Concessions

Concessions may be offered at the discretion of the owner or lender. Any monetary amount must be disclosed as a dollar ($) amount. Any mention of amounts in percentage (%), throughout the entire Stellar MLS system, including but not limited to public and/or private remarks, driving directions, showing instructions, in attachments, or in any open text field, are strictly prohibited and will result in an immediate fine as outlined below.
Seller Concessions may not be limited to or conditioned upon the retention of or payment to a cooperating broker, buyer broker or other buyer representative. Failure to comply will result in an automatic Level III penalty. (See Article 11.04.3.3)

Article 09.03: Required Consumer Disclosure

Disclosure of Compensation: MLS Participants and Subscribers must:

1. Disclose to prospective property owner(s) and buyer(s) 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 property owner(s), 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 buyer(s). This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. (Adopted 8/24)

Article 10 - Fees and Service Charges

Article 10.00: Fees & Service Charges

Fees are set by the Stellar MLS Board of Directors to offset the annual costs of operating the service and are subject to change from time to time. "On-time payment" is defined as "having been received by the close of business on the Due Date at the regional service center or a local service center." MLS fees are not refundable. All fees are set by the Stellar MLS Board of Directors and reviewed annually.

Note: Information on annual fees can be obtained from Stellar staff.

A. **Participant Application Fee**: An Application Fee will be charged to any shareholder member broker or non-member broker joining as a Participant as determined by Board of Directors.

B. **Participant/Subscriber Reinstatement Fee**: A Reinstatement Fee to the Participant and User will be charged upon reapplication to any Participant/User suspended or terminated for non-payment of fees or charges or who is not in good standing with Stellar MLS. A reinstatement fee on all past due invoices must be brought current before reinstatement will be considered.
C. **Subscriber Application Fee**: An Application Fee will be charged to any shareholder user. This fee doesn't apply to any Participant paying the Application fee to join.
D. **Unlicensed Assistant Fees**: Upon submission of required application form for broker, office or agent personal assistant, there will be an application fee of and an annual renewal fee of unlicensed assistants are subject to the rules and regulations.
E. **Annual Participation Fee**: An annual Participation Fee is assessed to Participants and non-member ("Thompson broker") Participants based on the number of licensed salespersons, licensed or certified appraisers and broker salespersons who have access to and use of the Service, whether licensed as a broker, salesperson or a licensed or certified appraiser, and who are employed by, or affiliated as an independent contractor with, the Participant.

Note: MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for non-use of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.* (Amended 8/18) M(Automatic Fine Schedule, Level II)

i. **Direct User Billing:** As a courtesy to Participants, Subscribers licensed with them are billed directly for that portion of the Participant's Annual Participation Fee attributable to them. *However, Participants are ultimately responsible for payment of the total fee*.
ii. **Due Date:** Annual Participation Fees are due by close of business on the due date. Participants or Subscribers whose payments are received after this date will incur a reactivation fee, and MLS, and services related to the MLS, will be suspended until all required payments and fees, if applicable, are paid. (Amended 4/2025)

iii. **Suspension of Service to Participants/Subscribers:** Participants and/or their Subscribers who fail to pay by 5:00 p.m. on the due date, will have their individual services suspended. The account will remain suspended until their portion of the Participation Fees and reactivation fees are paid. (Amended 2/2025)
iv. **Termination of Participant:** Failure of the Participant to ensure payment of the total Participation Fee and any Late Fees within 30 days after the due date will result in termination of the Participant's membership and the immediate termination of service for the Participant and all Subscribers in the Participant's firm, including the Participant and any Subscribers who may have paid their individual portion of the total fee. Participants terminated for non-payment may regain membership by settling any outstanding fees or charges and paying the Reinstatement Fee.

F. **Service Center Fee**: In the case of a non-member Participant/Subscriber, the Board of Directors will establish an additional annual service center fee payable to Stellar MLS.

G. **Miscellaneous Fees**: These are any charges other than Annual Participation Fees such as fines, account activation fees, personal assistant access fees, ancillary service fees, late payment, surcharges, or any other fees charged to a Participant or User as set by the Board of Directors.

i. **Late Payment Penalties:** Failure to pay miscellaneous charges by the due date shall result in a reactivation fee as determined by the Stellar MLS Board of Directors annual review and suspension of the

individual's service once the account is past-due.

ii. **Termination for Non-Payment:** Failure of the Participant to ensure payment of the original miscellaneous fee invoices and/or surcharges within 30 days of the due date shall result in the Participant and all Subscribers in Participant's firm being terminated. *The Participant is responsible for payment of all fees for subscribers in their firm*.

H. **Ancillary Service Fees**: Fees and charges for additional, optional or ancillary MLS services are determined by the Board of Directors and billed to the Participant or User at the periodic payment interval established by the Board of Directors.

Article 11 - Compliance With Rules

Article 11.01: Authority to Impose Discipline

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

A. Letter of warning

B. Letter of reprimand

C. Attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration

D. Appropriate, reasonable fine not to exceed $15,000

E. Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year

F. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Note: 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.

(Updated 8/2018)

Article 11.02: Action for Non-Compliance with Rules

In addition to those noted above, the following action may be taken for failure to pay any service charge or fee:

A. For failure to pay any service charge or fee within 30 days of the date due, with the date the invoice was posted counting as day1, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full

B. For failure to comply with any other rule, the provisions in Section 4 of this Article shall apply.

Amended 4/2026

Article 11.03: Applicability of Rules to Participants and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all subscribers or subscribers affiliated with the participant. (Adopted 4/1992).

Article 11.04: Penalties for Inaccurate or Incomplete Data

The intent of these Rules and Regulations is to ensure Participants/Subscribers provide the buying and selling public the best possible information and to facilitate cooperation between Participants/Subscribers. The listing office will be notified in writing or by electronic means if there is a violation of the Rules and Regulations. Fines are billed to the Subscriber/agent, the Participant is ultimately responsible. Failure to correct the listing and pay fines within 30 days after the original fine was issued will result in suspension of the individual Participant/Subscriber. Correction of the listing and payment of the outstanding fine plus a reinstatement fee will be required prior to reactivation of MLS privileges.

If a Subscriber is changing offices, they must pay any outstanding fines issued while they were in their previous office before a transfer to a different office with a different Participant will be allowed. (Amended 3/2020)

A. Courtesy Warning Notice: The Service will automatically issue a courtesy warning notification prior to any fine being issued, except for any violation resulting in an automatic fine as defined in these Rules and Regulations. If the violation is corrected within the grace period of three business days (excluding weekends and holidays) unless noted otherwise, there will be no fine assessed; if the violation has not been corrected within the grace period specified after notification, the Participant or Subscriber shall automatically be assessed a fine. Repeated or deliberate violation of the same rule by the same subscriber will immediately be subject to the progressive fine schedule with no further notice.

B. General Fine Schedule: The following progressive fine schedule has been established by the Board of Directors and applies to the Progressive Fines.

i. 1st offense: $50

ii. 2nd offense: $100

iii. 3rd offense: $250

iv. 4th offense: $500 and will also require a disciplinary hearing before a Board hearing panel.

v. Further Offenses for same violation will result in a mandatory hearing before a board hearing panel with allowable maximum monetary penalty of up to $15,000, possible suspension/termination of MLS privileges and services and other provisions in accordance with MLS Rules and Regulations Article 11.1.

C. Automatic Fines Schedule: For violations that are more serious in nature the following fines categories have been established by the Board of Directors:

Level I

i. 1st Offense: $100

ii. 2nd Offense: $250

iii. 3rd Offense: $500

iv. 4th Offense: $1000 and will also require a disciplinary hearing before a Board hearing panel.

v. Further Offenses for same violation will result in a mandatory hearing before a board hearing panel with allowable maximum monetary penalty of up to $15,000, possible suspension/termination of MLS privileges and services and other provisions in accordance with MLS Rules and Regulations Article 11.1.

Level II

i. 1st Offense: $500

ii. 2nd Offense: $1,000

iii. 3rd Offense: $5,000

iv. Further Offenses for same violation will result in a mandatory hearing before a board hearing panel with allowable maximum monetary penalty of up to $15,000, possible suspension/termination of MLS privileges and services and other provisions in accordance with MLS Rules and Regulations Article 11.1.

Level III - Severe

i. 1st Offense: $500

ii. 2nd Offense: $2,500

iii. Further Offenses for same violation will result in a mandatory hearing before a board hearing panel with allowable maximum monetary penalty of up to $15,000, possible suspension/termination of MLS privileges and services and other provisions in accordance with MLS Rules and Regulations Article 11.1.

D. Progressive Fines: The progressive fine schedule is per-agent per-offense and any Rule violation is counted as an offense. Fines are billed to the Agent, the Participant is ultimately responsible. Failure to correct listing after a fine has been issued. The following non-compliance fees will be assessed after a fine has been issued but the listing is not corrected:

i. $25 if listing not corrected at the end of 7 business days after the fine was issued.

ii. Additional $25 if listing is not corrected after 14 business days after the fine was issued.

iii. Additional $25 if listing is not corrected after 21 business days after the fine was issued.

iv. Additional $25 if listing is not corrected after 28 business days after the fine was issued.

v. Failure to correct the listing and pay fines within 30 days after the original fine was issued will result in suspension of the individual Participant/Subscriber until all fines are brought current and listing is corrected.

vi. Any reactivation fees will also apply if the individual Participant/Subscriber has been suspended.

Article 12 - Enforcement of Rules or Disputes

Article 12.01: Consideration of Alleged Violations

The Stellar MLS Board of Directors shall give consideration to all written complaints having to do with violations of Stellar MLS Rules and Regulations.

Article 12.02: Violation of Rules and Regulations

If the alleged offense is a violation of Stellar MLS Rules and Regulations and does not involve a charge of an alleged violation of one or more provisions of Article 18 of the Stellar MLS Rules and Regulations or request for arbitration, it may be administratively considered as determined by the Stellar MLS Board of Directors. If a violation is determined, Stellar MLS Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before a Hearing Panel appointed in accordance with current Stellar MLS policy within twenty days following receipt of the imposed sanction. All Hearings shall be conducted in accordance with the National Association of REALTORS *Code of Ethics and Arbitration Manual*. Decisions of the panel will be final; appeals based on due-process grounds will be heard and decided by the Executive Committee of the Stellar MLS Board of Directors. (Updated 10/2011)

Article 12.03: The Use of Fines as Part of Rules Enforcement

The imposition of moderate fines is considered sufficient to constitute a deterrent to violation of the Stellar MLS Rules and Regulations. Suspension or termination is a sanction to be used in cases of extreme violations or repeated violations of the Stellar MLS Rules and Regulations.

Article 12.04: Complaints of Professional Misconduct

All other complaints of unethical conduct shall be referred by the Stellar MLS Board of Directors to the local Grievance Committee for appropriate action in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS®.

Article 13 - Confidentiality of Stellar MLS Information

Article 13.01: Official Information of Stellar MLS

Any information provided to the Participants shall be considered official information of Stellar MLS. Such information shall be considered confidential and exclusively for the use of Participants and Users 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.

Article 13.02: Stellar MLS Not Responsible for Accuracy of Information

The information published and disseminated by Stellar MLS is communicated verbatim as filed with Stellar MLS by the Participant. Stellar MLS does not verify such information and disclaims any responsibility for inaccuracy. Each Participant agrees to hold Stellar MLS, its Shareholder or Customer Association/Boards and their respective staff members harmless against inaccuracy or inadequacy of the information.

Article 14 - Ownership of the Stellar MLS Compilations and Copyrights

Article 14.01: Submittal of Listing

By submitting any property listing to MLS, the Participant represents that:

By the act of submitting any property listing content to the MLS, the Participant represents that:

i. They have been been authorized to license and also thereby does license authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on “comparables”. (Updated 8/2018)

ii. They have the authorization to grant and do grant the MLS the authority to include the property listing (data) in approved VOW and IDX displays for advertising on other Participant’s IDX and/or VOW compliant websites. (Revised 6/11)

Unless the property owner(s) has/have instructed the Participant otherwise. See Article 5.11.

Note: 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.

Article 14.02: Copyright

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

Article 14.03. MLS Compilation

Each participant shall be entitled to lease from the Stellar Multiple Listing Services a number of electronic and/or printed copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such

compilation. The participant shall pay for each such copy the rental fee set by the Stellar Multiple Listing Services.

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

Article 14.04: Deletion/Removal of MLS Data

Once a listing is active, all subsequent listing history is to remain intact and cannot be removed at the request of any third-party, home owner or Participant/Subscriber. In addition, at least one photo must remain once a listing closes as outlined in Article 4.5. (Adopted 5/2014)

Article 15 - Use of Stellar MLS Information

Article 15.01: Limitations on Use of Stellar MLS Information

A. Use of Statistical Reports

Use of information from the Stellar MLS Compilation Data from the Association's "Statistical Report", or from any "sold" or "comparable" report of the member Association or Stellar MLS for public mass-media advertising by an Stellar MLS Participant or in other public representations is not prohibited. However, any advertising or other forms of public representations based in whole or in part on information supplied by the member Association or Stellar MLS must clearly demonstrate the period of time over which such claims are based and must include the following Notice:

Note: "Based on information from Stellar MLS for the period (date through date)."

B. Use of Office/Firm and Agent Ranking Reports

Participants and Subscribers may include agent ranking reports in presentations directly to a potential client/customer. However, mass publication of Agent Ranking Reports is prohibited by Participants and Subscribers. In addition, only a Participant may produce any print or non print form of office/firm reports or other forms of public representations based in whole or in part of information supplied by the association or Stellar MLS and must clearly demonstrate the period of time in which such claims are based.

Note: "Based on information from Stellar MLS and sourced by (Broker Name/Office Name) for the period (date through date).

Article 15.02: Access of the Stellar MLS Data Base

Unauthorized access of the Stellar MLS database shall be viewed as a violation of Stellar MLS membership duties and responsibilities and shall cause a Participant to be subject to disciplinary action by the Stellar MLS Board of Directors.

Article 15.03: Purpose and Use of the Stellar MLS Data Base

In recognition that the purpose of the Stellar MLS is to market properties, and cooperate with other Participants and Subscribers, and that owner(s) of record of properties filed with Stellar MLS have not given permission to disseminate, sell, or exchange the information for any other purpose. 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 client(s).

A. Participants and Subscribers are expressly prohibited from using Compilation Data or any purpose other than to market property or to support market evaluations or appraisals as specifically set forth herein.

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

C. Nothing herein shall limit the Stellar MLS from entering into licensing agreements with third parties to use this information.

(Update 8/2024)

Article 15.04: Use of Contact Information from the MLS

A. Contact Information Defined. Contact information is defined as member name, office affiliation, phone number(s), fax number(s) and email addresses, Website URL's and any other contact or identifying information.
B. For Internal Use Only. Contact information in the MLS system is intended for use between members for communication purposes only.
C. Violations. Members who provide contact information to any party for other than member/member communication will be subject to an automatic fine as outlined in the Automatic Fine Schedule, Level III (See Article 11/Section 4.3)

Article 15.05: Use of Office / Firm And Agent Ranking Data

External use Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker).

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based, in addition to the property type and geographic characteristics used in running the report. and must include the following, or substantially similar, notice:

"Based on information from Stellar MLS and sourced by {Broker Name/Office Name} for the period {date through date}, for {type of property used in search parameters} in {county/city/zip code or subdivision used in search parameters}."(Updated 3/2026)

Article 15.06: Participant Data Feed

A Multiple Listing Service must, upon request, promptly provide an MLS Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all of the Participant's off-market listing content available in the MLS system. The delivery charges for the Participant's listing content shall be reasonably related to the actual costs

incurred by the MLS. The data feed must be in compliance with the RESO Standards as provided for in MLS Policy Statement 7.90.

Note: Stellar MLS will not limit the use of the Participant's listing content by the Participant or the Participant's designee.

Article 16 - Reproduction Use of Copyrighted Stellar MLS Compilations

Article 16.01: Distribution

Participants shall at all times maintain control over and responsibility for any Stellar MLS compilation available to them and shall not distribute this data to persons other than those affiliated with Participants as Subscribers or licensees or 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 Stellar 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 by or published by Stellar MLS where access to such information is prohibited by law.

Article 16.02: Display

Participants and Subscribers shall be permitted to display the Stellar MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyer(s) for the properties listed in Stellar MLS.

Article 16.03: Reproduction

Participants or Subscribers shall not reproduce any listing compilation or any portion thereof except in the following circumstances: Participants or Subscribers may reproduce from the Stellar MLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the Stellar MLS compilation which relates to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or Subscribers be interested. However, nothing contained herein shall be construed to preclude the Listing Participant from utilizing, displaying, distributing, or reproducing property listing flyers or other compilations of data pertaining exclusively to properties currently listed for sale with them.

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.

Article 17 - Arbitration of Disputes

Article 17.00: Arbitration of Disputes

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

A. If all disputants are members of the same Association/Board of REALTORS® or have their principal place of business within the same Association/Boards territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association/Board of REALTORS®.

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

Article 18 - Standards of Conduct for Stellar MLS

Article 18.00: Standards of Conduct for Stellar MLS

Standard 18.1
MLS participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS participants have with clients.

Standard 18.2
Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the owner(s) of record/landlord.

Standard 18.3
MLS participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right-to-sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the MLS participant may contact the owner(s) to secure such information and may discuss the terms upon which the MLS participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Standard 18.4
MLS participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS participant may contact the buyer/tenant

to secure such information and may discuss the terms upon which the MLS participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

Standard 18.5
MLS participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

Standard 18.6
The fact that an agreement has been entered into with an MLS participant shall not preclude or inhibit any other MLS participant from entering into a similar agreement after the expiration of the prior agreement.

Standard 18.7
The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS participants from seeking such prospect's future business.

Standard 18.8
MLS participants are free to enter into contractual relationships or to negotiate with owner(s) of record/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 18.9
When MLS participants are contacted by the client of another MLS participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

Standard 18.10
In cooperative transactions, MLS participants shall compensate cooperating MLS 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 MLS participants without the prior express knowledge and consent of the cooperating broker.

Standard 18.11
MLS participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS participant; and mail or other forms of written solicitations of prospects whose properties are

exclusively listed with another MLS participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with MLS participants.

Standard 18.12
MLS participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

Standard 18.13
MLS participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the owner(s) of record/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the owner(s) of record/landlord's representative or broker not later than execution of a purchase agreement or lease.

Standard 18.14
On unlisted property, MLS participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the owner(s) of record/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the owner(s) of record/landlord not later than execution of any purchase or lease agreement.

Standard 18.15
MLS participants, acting as representatives or brokers of owner(s) of record/landlords or as sub-agents 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 18.16
MLS participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a multiple listing service or any other offer of cooperation may not be used to target clients of other MLS participants to whom such offers to provide services may be made.

Standard 18.17
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.

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

Standard 18.18
Participants 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. (Updated 6/2011)

Standard 18.19
These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS participants involving fees, or other forms of payment or expenses.

Standard 18.20
MLS participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

Standard 18.21
MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 11/2007)

Standard 18.22
MLS participants shall present a true picture in their advertising and representations to the public, including internet content, images and the URLs and domain names they use, and participants may not:

i. engage in deceptive or unauthorized framing of real estate brokerage websites;

ii. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;

iii. deceptively use meta-tags, keywords or other devices/methods to direct, drive, or divert Internet traffic;

iv. present content developed by others without either attribution or without permission; or

v. otherwise misleading consumers, including use of misleading images.

(Updated 8/2018)

Standard 18.23

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

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (Adopted 6/2011)

Article 19 - Stellar MLS IDX Rules and Regulations

Article 19.00: Stellar MLS IDX Rules and Regulations

Stellar MLS is a participating partner in MLS GRID and may utilize MLS GRID's technology, licenses, rules, and/or auditing procedures in the process of accomplishing Stellar MLS duties under these IDX Rules. All capitalized terms carry the definitions in the as defined below and are applicable for all IDX websites and electronic displays. "Member Participant" means a Participant who is the managing broker and Designated Realtor for the brokerage firm. "Participant" is defined in Section 1.3 of the Stellar MLS Rules and Regulations. "Subscriber" means a non-principal broker, sales licensee or other person having a real estate license issued by the State of Florida or other state jurisdiction, who is affiliated with a Participant who is a member of Stellar MLS.

Article 19.01: IDX and MLS GRID Data Usage

IDX or Broker Reciprocity is defined as a cooperative program where the Member Participant grants permission to display their listings on the websites of other Member Participants, and receives the same permissions in return. The use of MLS GRID Data for IDX grants 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 through theses rule, "display" includes "delivery" of such listings. Electronic display subject to these IDX Rules means displays on public websites and displays using applications for mobile devices that the Member Participant controls. In order to use MLS GRID Data a Member Participant must be actively engaged in listing properties for sale and/or assisting and negotiating on behalf of buyer(s) or property owner(s) in real estate transactions. (Updated 11/2020)

Article 19.02: Consent to IDX Display

The Member Participant's consent for display of their listings by other Member Participants may be presumed unless a Member Participant affirmatively notifies MLS GRID or their MLS that they refuse to permit display on a listing-by-listing basis or a Member Participant affirmatively notifies MLS GRID or their MLS that they refuse to permit display on a blanket basis. An MLS may require a Member Participant to affirmatively Opt-In their listings on a listing-by-listing basis to consent for display of their listings by other Member Participants. Any Member Participant may at any time, by written notice to MLS GRID, request that no data from their listings be included in MLS GRID Data for IDX and an IDX Opt-Out Form may be required. Within ten (10) Business Days after receipt of such notice, MLS GRID shall discontinue including any data from the Member Participant's listings in the MLS GRID Data for IDX. Note: listings entered as "delayed distribution" will not be disseminated in IDX feeds until the delay period ends. (Updated 08/2025)

Article 19.03: Participation

Participation in IDX is available to all Member Participants who are authorized by their applicable MLS's Governing Documents and who consent to the display of their listings by other Member Participants. (updated 11/2020)

Article 19.04: Notice of Intent

Each Member Participant must notify MLS GRID or their applicable MLS of their intention to establish a website, an application, or provide services involving the use and/or display of MLS GRID Data, and must give MLS GRID direct access for purposes of monitoring and ensuring compliance with applicable policies and license agreements, including these IDX Rules.

(Updated 11/2020)

Article 19.05: Use of MLS GRID Data

Member Participants may not use IDX provided listings for any purpose other than display as provided for in these IDX Rules. This does not require the Member Participant to prevent indexing of listings by recognized search engines.

(Updated11/2020)

Article 19.06: Control and Branding

Any IDX display must be under the actual and apparent control of a single Member Participant who has executed a MLS GRID IDX Master Data License Agreement. Actual control means that the member Participant has either built the website for their own use with internal resources, or obtained technology for the website under an agreement with a Vendor that provides the Member Participant final control over the operations of the website. Additionally, “actual control” means the ability to add, delete, modify and update information as required by MLS GRID and their applicable MLS’s Governing Documents. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the Member Participant. The following are currently conclusively deemed to be evidence of apparent control: that the Member Participant’s branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Member Participant from non-participating firms, e.g., from other franchisees of the same franchise, if applicable.

(Updated 11/2020)

Article 19.07: Withholding Property Address from Display

Listings, including property addresses, can be included in displays of MLS GRID Data except where a seller has directed their Member Participant to withhold their listing or the listing’s property address from all public display on the Internet (including, but not limited to, display on publicly-accessible websites or VOWs or on maps publicly accessible websites or VOWs) or other electronic forms of display or distribution.

(Updated 11/2020)

Article 19.08: Seller Withholding IDX Listing from Display

A Member 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 or other electronic forms of display or distribution shall cause the seller to execute a document that includes such a provision, in accordance with their applicable MLS Governing Documents.

(Updated 11/2020)

Article 19.09: Criteria for IDX Display

Member Participants may select the listings they choose to display through IDX based solely on objective criteria, including but not limited to factors such as geography or location, list price, type of property, or type of listing. Selection of listings displayed through IDX must be independently made by each Member Participant. If the Member Participant chooses to limit the display of any listings based on objective criteria, the Member Participant's IDX site must include a disclosure to consumers that clearly states "Some IDX listings have been excluded from this website."

(Amended 11/2020)

Article 19.10: Criteria for Thumbnail Display

"Thumbnail" refers to a summary of listing information containing no more than eight selection criteria describing the property (e.g. List Price, MLS Number, Address, Beds, Baths, SqFt., Status, and Subdivision). Any search result identifying another Member Participant's listing in a thumbnail format may not include contact information or branding of the Member Participant's IDX site, or brokerage.

(Updated 11/2020)

Article 19.11: Refresh of MLS GRID Data Downloads

Each Member Participant must refresh all MLS GRID Data downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours to include new data and exclude data that has been removed from the MLS GRID Data.

(Updated 11/2020)

Article 19.12: Sharing of MLS GRID Data Compilation

Sharing of the MLS GRID Data compilation with any third party not authorized by MLS GRID is prohibited. (Updated 11/2020)

Article 19.13: Identifying Member Participant's Brokerage Firm

All IDX displays must be under the actual and apparent control of a Member Participant and must clearly identify the name and email or phone number of the brokerage firm under which the Member Participant operates in a readily visible color and typeface. Displays of minimum information (e.g. a one-line or "thumbnail," 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.

(Updated 11/2020)

Article 19.14: Third Party Comments and Automated Value Estimates

Any IDX display controlled by a Member Participant 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, shall disable or discontinue either or both of those features as to the seller's listing 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 the Member Participant. Except for the foregoing and subject to

the section below, a Member Participant's IDX display may communicate the Member Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its viewers that a particular feature has been disabled at the request of the seller.

(Updated 11/2020)

Article 19.15: Comments on IDX Listings

Member Participant 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 Member Participant beyond that supplied by MLS GRID and that relates to a specific property. Member Participant shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing Member Participant for the property explaining why the data or information is false. However, Member Participant shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment of the Member Participant controlling the IDX display.

(Updated 11/2020)

Article 19.16: Co-mingling of Data

Member Participant may co-mingle listings through IDX provided by MLS GRID with listings from other MLS sources on its IDX display, provided all such displays are consistent with these IDX Rules.

Co-mingling is (a) the ability for a visitor to the website to execute a single search that searches any portion of MLS GRID Data for IDX display at the same time it searches listing data from any other source(s), and (b) the display on a single web page of any portion of MLS GRID Data for IDX display and listing data from any other source.

Co-mingling of listings with properties that are (i) not exclusively represented by a licensed real estate agent or broker, or (ii) represented by licensed real estate agent or brokers that were not received from other MLS sources is permissible, provided that any such listings must display the source from which each such listing was obtained. The source of the information must be prominently identified in the search results and in the display of the property's details. The source of the information must be displayed in a readily visible color and typeface not smaller than the median used in the display of the listing data. For example, no tiny text or gray text displayed on a gray background. (revised 10/25/24)

If the Member Participant publishes content to augment the data sourced by the MLS GRID, then the Member Participant shall maintain a means (e.g. email address, telephone number) to receive comments about the accuracy of content. The Member Participant shall correct or remove any content that is false, fraudulent or deceptive upon receipt of a communication explaining why the data or information is false, fraudulent, or deceptive. However, Member Participant need not remove or correct any content that the Member Participant determines in their good-faith opinion, advice, or professional judgment is not false, fraudulent, or deceptive.

(Updated 10/2024)

Article 19.17: Suspension or Termination of Access to MLS GRID Data

In the event of any default by the Member Participant, or the occurrence of any event which MLS GRID believes may constitute an event of default by the Vendor under these IDX Rules, including any violation of

or noncompliance with the MLS GRID IDX Master Data License Agreement, or failure by the Member Participant to pay any fees or fines owing to MLS GRID, MLS GRID may at its option and without prior notice to the Member Participant, and in its sole discretion temporarily suspend, or terminate, the license granted to Member Participant to access the MLS GRID Data until all outstanding fees have been paid in full or the default has been cured.

(Updated 11/2020)

Article 19.18: Unauthorized IDX Advertising

No display or use of the listings, or any portion of the listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.

(Updated 11/2020)

Article 19.19: Display of Fields of Data

Listings displayed pursuant to IDX shall contain only those fields of data designated by MLS GRID. Display of confidential fields intended only for other Member Participants is prohibited. Fields designated may be designated as confidential at the discretion of the applicable MLS. Vendors may request a comprehensive list of confidential fields from the MLS Grid for each MLS.

(Updated 11/2020)

Article 19.20: Listing Agreement Type

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Updated 11/2020)

Article 19.21: Prohibition of Listing Modification

No MLS GRID Data made available to a Member Participant for IDX display shall be modified by such Member Participant; except that the display of IDX listings or other data may be augmented with additional data not otherwise prohibited from display so long as the source of the other data is clearly identified. This requirement does not restrict the modification of the listing using RESO-approved synonyms for normalization purposes. This requirement does not restrict the format of the display of the IDX listings or display of fewer than all of the IDX listings or display of fewer than the authorized data fields.

(Updated 11/2020)

Article 19.22: Identifying the Listing Brokerage

With the display of any IDX listings, all listings displayed pursuant to IDX shall identify the listing brokerage name, the listing number, and the status of the listing immediately adjacent to the property information. When displaying a sold listing, the name of the cooperating brokerage OR the following disclaimer must also appear: “Properties displayed may be listed or sold by various participants in the MLS”; as established by the applicable MLS Governing Documents.

Required items must be displayed in a readily visible color and typeface not smaller than the median used in the display of listing data. For example, no tiny text or gray text displayed on a gray background. Displays of minimal information (e.g., “thumbnails, text messages, “tweets”, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

(Updated 11/2020)

Article 19.23: Identifying the Source of IDX Listings

The display of any IDX listings shall clearly and conspicuously identify the providing MLS as the source of the IDX listings as distributed by the MLS GRID (e.g. “Listings courtesy of APPLICABLE MLS as distributed by MLS GRID”) in accordance with these IDX Rules. MLS GRID approved icons or logos identifying MLS GRID as the source of IDX listings must appear on the first page where any listings are displayed. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., or 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.

(Updated 11/2020)

Article 19.24: Consumer use of IDX Listings

Member Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, that the data is deemed reliable but is not guaranteed by MLS GRID, and that the use of the MLS GRID Data may be subject to an end user license agreement prescribed by the Member Participant’s applicable MLS if any and as amended from time to time. MLS GRID may, at its discretion, require use of other disclaimers as necessary to protect Member Participant, and/or their MLS from liability.

Each display or use of the IDX Listings, or any portion of the IDX Listings shall include the conspicuous display of the following: “Based on information submitted to the MLS GRID as of _____ (date and time MLS GRID Data was obtained). All data is obtained from various sources and may not have been verified by broker or MLS GRID. Supplied Open House Information is subject to change without notice. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.”

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.

(Updated 11/2020)

Article 19.25: Map Display of IDX Listings

With a map display on an IDX website showing the locations of the listings matching a consumer's search with icons or pins, where a consumer may display a "popup" or "balloon" over the icon or pin by clicking or holding the mouse over it, required elements need not be displayed provided that (a) the consumer can click on the pop-up or balloon and view a page, including the listing information and the required elements; or (b) there is a display elsewhere on the page on which the map appears that includes the listing information and the required elements for all such listings on the map.

(Updated 11/2020)

Article 19.26: Limit on Number of Listings Displayed

The display of any IDX listings in response to a query from a consumer shall not be limited to fewer than five hundred (500) listings or fifty percent (50%), whichever is fewer, and no more than two thousand-five hundred (2,500) listings per search. This does not apply to displays showing mapping pins and no other listing data.

(Updated 11/2020)

Article 19.27: Display of Off-Market or Sold Listings

The display of expired, withdrawn, and sold listings may be prohibited by the Member Participant's applicable Governing Documents, and may be excluded from MLS GRID Data. If expired, withdrawn, or sold listings are available in MLS GRID Data for IDX, the display of those listings authorized.

(Updated 11/2020)

Article 19.28: Display of Seller Information

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

(Updated 11/2020)

Article 19.29: Security of IDX Listings

Each Member Participant is required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required by MLS GRID may not be greater than those employed by MLS GRID. Each Member Participant shall make reasonable efforts to avoid "scraping" of the MLS GRID Data by third parties or displaying of that data on any other website. Reasonable efforts shall include but not be limited to (a) Monitoring the website for signs that a third party is "scraping" data and (b) Prominently posting notice that any use search of data on the website, other than by a consumer looking to purchase real estate, is prohibited. If a Member Participant suspects "scraping" of the data has occurred, the suspicion and any evidence must be reported to MLS GRID or their applicable MLS immediately.
(Updated 11/2020)

Article 19.30: Required DMCA Notice

Required DMCA notice of infringement must immediately (no later than 24 hours after receipt) notify MLS GRID at DMCAnotice@MLSGrid.com. A Member Participant's IDX site must include the conspicuous display of the following two paragraphs:

The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any content or material made available in connection with our website or services infringes your copyright, you (or your agent) may send us a notice requesting that the content or material be removed, or access to it blocked. Notices must be sent in writing by email to DMCAnotice@MLSGrid.com.

"The DMCA requires that your notice of alleged copyright infringement include the following information: (1) description of the copyrighted work that is the subject of claimed infringement; (2) description of the alleged infringing content and information sufficient to permit us to locate the content; (3) contact information for you, including your address, telephone number and email address; (4) a statement by you that you have a good faith belief that the content in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (5) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (6) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above information may result in the delay of the processing of your complaint.

(Updated 11/2020)

Article 19.31: False or Misleading Advertising and Representations

Member Participant may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the Member Participant's relationship to their applicable MLS, about the applicable MLS itself, or about any property listed with their applicable MLS. Co-branding may be permitted if the Member Participant's brokerage firm logo and contact information is larger than that of any third party. Member Participant shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and Member Participant may not: (a) Engage in deceptive or unauthorized framing of real estate brokerage websites; (b) Manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or (c) Deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

(Updated 11/2020)

Article 19.32: Prohibited Language

Member Participant shall not indicate or imply in any manner that the Member Participant is a multiple listing service or broker listing cooperative, or that the consumer has access to or may search Member Participant's applicable MLS. For example Member Participant shall not state that the consumer may "search the MLS"/"search the BLC" or "access the MLS"/"access the BLC," or similar language. MLS GRID reserves the right to object to any Member Participant's company name or domain name, if MLS GRID believes in its sole discretion the name used is confusingly similar to any name used in commerce by MLS GRID or its MLS members. MLS GRID similarly reserves the right to object to the use of any combination of

the words “Multiple” (or “Multi”), “Listing” (or “List”), or “Service” (or “System”). Member Participants using prohibited language will not be granted access to MLS GRID Data for IDX display.

(Updated 11/2020)

Article 19.33: Third Party Adherence to Rules

Member Participants will take steps to ensure that any consultant and/or third party hired to help Member Participant setup and maintain Member Participant’s IDX display reads, understands and executes the MLS GRID IDX Master Data License Agreement and adheres to these IDX Rules.

(Updated 11/2020)

Article 19.34: Site Audit Trail Required

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

(Updated 11/2020)

Article 19.35: Service Fees, Charges and Fines

Fees and charges for participation in IDX services from MLS GRID shall be as established by Member Participant’s applicable MLS. Costs incurred by MLS GRID in providing MLS GRID Data to Member Participant may be assessed by MLS GRID to the Member Participant at its sole discretion.

Note: The penalty for non-compliance is outlined in the General Fines Schedule (See Article 11, Section 4.2). Repeated or deliberate violations may include possible termination of the MLS GRID IDX Master Data License Agreement. (Updated 11/2020)

Article 20 - Virtual Office Website Rules and Regulations

Article 20.01: Definitions

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.

B. As used in 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.

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.

D. As used in Article 4, Section 1 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.

Article 20.02: Participant's VOW

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.

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 MLS Participants whose listings will be displayed on the Participant's VOW.

Article 20.03

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 user name 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 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.

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, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

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

i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

v. That the Registrant acknowledges the MLS ownership of, and the validity of the MLS's copyright in, the MLS database.

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.

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

Article 20.04

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.

Article 20.05

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.

NOTE: MLS's 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.

Article 20.06

A. A Participant's VOW shall not display listings or property addresses of any owner(s) of record who has affirmatively directed the listing broker to withhold the owner(s) of record listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the owner(s) of record 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 owner(s) of record who have determined not to have the listing for their property displayed on the Internet.

B. A Participant who lists a property for a owner(s) of record who has elected not to have the property listing or the property address displayed on the Internet shall cause the owner(s) of record to execute a document that includes the following (or a substantially similar) provision:

Owner(s) of Record Opt-Out Form

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.

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 owner(s) of record

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.

Article 20.07

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 owner(s) of record the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the owner(s) of record. The listing broker or agent shall communicate to the MLS that the owner(s) of record has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 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 owner(s) of record."

Article 20.08

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 two days excluding weekend and federally recognized holidays 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.

Article 20.09

A Participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

Article 20.10

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

Article 20.11

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

Article 20.12

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, and whether the listing broker is a REALTOR®. (Updated 8/2024)

Article 20.13

A Participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS

Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Article 20.14

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

Article 20.15

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

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

ii. The owner(s) of record and occupant's name(s), phone number(s), or e-mail address(es).

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

(Updated 8/2024)

Article 20.16

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

Article 20.17

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 5,000 in any combination of statuses in response to any inquiry.

Article 20.18

A Participant shall require that Registrants' passwords be reconfirmed or changed every ninety (90) days.

Article 20.19

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

Article 20.20

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

Article 20.21

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

Article 20.22

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

Article 20.23

Where an owner(s) of record affirmatively directs their listing broker to withhold either the owner(s) of record listing or the address of the owner(s) of record listing from display on the Internet, a copy of the owner(s) of record affirmative direction shall be made available to the MLS within two days excluding weekends and federally recognized holidays.

Article 20.24

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

(Adopted 9/2011)

Article 21 - Changes in Rules and Regulations

Article 21.01: Amendments

Amendments to the Rules and Regulations of Stellar MLS shall be by majority vote of the members of the Board of Directors.

Article 21.02: Revision Date

The last revision to the Stellar MLS Rules and Regulations was approved on February 20, 2025 with implementation immediate, on April 25, 2025.

Appendix

Fine Matrix

Stellar MLS - Fine Details				
Rule	**Warning vs. Automatic Fine**	**Time To Correct Error before Fine**	**Fine Amount**	**Repeat Offender Amount**
Accepting Backups in Directions Field	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Accepting Backups In Remarks Field	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Active Listing with No Showings in Directions	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Active Listing with No Showings in Remarks	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Agent/Office Branding on Listing Photos	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Auction Properties	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Branded Virtual Tour	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Buyer Broker Agreement Form Violation	Automatic Fine	Automatic Fine	$500	$2,500 within a 2 yr period; 3rd offense = hearing
Calling/Access Codes in Driving Directions	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Calling/Access Codes in Remarks	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period;

Stellar MLS - Fine Details				
Rule	**Warning vs. Automatic Fine**	**Time To Correct Error before Fine**	**Fine Amount**	**Repeat Offender Amount**
				4th offense = hearing
Contact Information in Driving Directions	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Contact Information in Public Remarks	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Copyright Infringement	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Driving Directions	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Failure to Report Sold	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Incomplete Pre-construction Documentation	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Incomplete Pre-construction Pricing	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Incorrect Bed/Bath Count	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Incorrect Listing Status	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Incorrect Map Location	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period;

Stellar MLS - Fine Details				
Rule	**Warning vs. Automatic Fine**	**Time To Correct Error before Fine**	**Fine Amount**	**Repeat Offender Amount**
				4th offense = hearing
Incorrect Photo in 1st Photo Slot	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Incorrect Selling Agent	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Incorrect Subdivision	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Invalid Garage/Carport	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Invalid Out of State Listing	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Invalid Property Type	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Invalid Sold Price	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Invalid Virtual Tour	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Listing Contains No Photos	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Listing Manipulation	Automatic Fine	Automatic Fine	$500	$1,000, $5,000, $15,000 within a 2 yr

Stellar MLS - Fine Details				
Rule	**Warning vs. Automatic Fine**	**Time To Correct Error before Fine**	**Fine Amount**	**Repeat Offender Amount**
				period; 4th offense = hearing
Exempt Listings - Property Not Active in MLS System being Marketed	Automatic Fine	Automatic Fine	$500	$2,500 within a 2 yr period; 3rd offense = hearing
Open House in Directions	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Open House Information in Public Remarks	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Photo Violation	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Possible Incorrect/Incomplete Information	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Possible Incorrect Acreage/Lot Size	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Prohibited Commission/Compensation Verbiage Violation	Automatic Fine	Automatic Fine	$500	$2,500 within a 2 yr period; 3rd offense = hearing
Prohibited Concession Format	Automatic Fine	Automatic Fine	$500	$2,500 within a 2 yr period; 3rd offense = hearing
Required Signatures on Listings and Changes	Automatic Fine	Automatic Fine	$500	$1,000, $5,000, $15,000 within a 2 yr period; 4th offense = hearing

Stellar MLS - Fine Details				
Rule	**Warning vs. Automatic Fine**	**Time To Correct Error before Fine**	**Fine Amount**	**Repeat Offender Amount**
Signage Visible in Listing Photos	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Text/Graphics on Listing Photos	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Use of external use/export of member contact information from Matrix	Automatic Fine	Automatic Fine	$2,500	$5,000 within a 2 yr period; 4th offense = hearing
URL in Public Remarks	Warning	3 Business Days	$50	$100, $250, $500 within a 2 yr period; 4th offense = hearing
Virtual Staging	Automatic Fine	Automatic Fine	$100	$250, $500, $1,000 within a 2 yr period; 4th offense = hearing
Allowing unauthorized access Internal	Automatic Fine	Automatic Fine	$500	$1,000, $5,000 within a 2 yr period; 4th offense = hearing
Allowing unauthorized access External	Automatic Fine	Automatic Fine	$2,500	$5,000 within a 2 yr period; 4th offense = hearing

Stellar MLS - Fine Details				
Rule	**Warning vs. Automatic Fine**	**Time To Correct Error before Fine**	**Fine Amount**	**Repeat Offender Amount**
Courtesy Notices (sent out by the system)				
Pending with Past Expected Closing Date	Courtesy Notice	-	-	-
Courtesy Expiration Notice	Courtesy Notice	-	-	-
Courtesy Pending Notice	Courtesy Notice	-	-	-
Courtesy TOM	Courtesy Notice	-	-	-
End Date of Lease PRIOR Courtesy Notice	Courtesy Notice	-	-	-
End Date of Lease PAST Courtesy Notice	Courtesy Notice	-	-	-
*****Not correcting listings after a fine has been paid**	**Automatic Fine**	**Automatic Fine**	**Escalating Schedule**	**$25 Each Week Listing Is Not Corrected, Up to 30 Days, In Addition To Paying Fine**

Property Class Definitions

Residential - If the property being listed falls under the following categories, the property must be entered into the Residential property class. Listings may also be entered into multiple property classes as long as they are in accordance with Article 4.7. It is the responsibility of the broker participant and subscriber to properly classify the class of property listed. By specifying the class of property listed, the listing broker affirms that the listing falls under the classification designated. The MLS shall have no affirmative responsibility to verify the property class of any listing filed with the service. However, the MLS shall have the right to make a determination as to the classification of the property class and if the listing broker does not reclassify it accordingly they may receive a fine per Article 11.4.

- 1/2 Duplex
- Condominium

- Condo - Hotel
- Dock / Rackominium
- Farm
- Manufactured / Mobile Home
- Modular Home
- Single Family Residence
- Townhouse
- Villa

Income - If the property being listed falls under the following categories, the property must be entered into the Multi Family property class. Listings may also be entered into multiple property classes as long as they are in accordance with Article 4.7. It is the responsibility of the broker participant and subscriber to properly classify the class of property listed. By specifying the class of property listed, the listing broker affirms that the listing falls under the classification designated. The MLS shall have no affirmative responsibility to verify the property class of any listing filed with the service. However, the MLS shall have the right to make a determination as to the classification of the property class and if the listing broker does not reclassify it accordingly they may receive a fine per Article 11.4.

- Quadruplex
- Triplex
- Duplex

Vacant Land - If the property being listed falls under the following categories, the property must be entered into the Vacant Land property class. Listings may also be entered into multiple property classes as long as they are in accordance with Article 4.7. It is the responsibility of the broker participant and subscriber to properly classify the class of property listed. By specifying the class of property listed, the listing broker affirms that the listing falls under the classification designated. The MLS shall have no affirmative responsibility to verify the property class of any listing filed with the service. However, the MLS shall have the right to make a determination as to the classification of the property class and if the listing broker does not reclassify it accordingly they may receive a fine per Article 11.4.

- Agricultural
- Billboard Site
- Business
- Cattle
- Commercial
- Farm
- Fishery
- Highway Frontage
- Horses
- Industrial
- Land Fill
- Livestock
- Mixed Use
- Mobile Home Use
- Multi-Family
- Nursery

- Orchard
- Other
- Pasture
- Poultry
- Ranch
- Residential Development
- Retail
- Row Crops
- Sod Farm
- Subdivision
- Well Field
- Working Ranch
- Timber
- Tracts
- Trans / Cell Tower
- Tree Farm
- Unimproved Land

Rental - If the property being listed falls under the following categories, the property must be entered into the Rental property class. Listings may also be entered into multiple property classes as long as they are in accordance with Article 4.7. It is the responsibility of the broker participant and subscriber to properly classify the class of property listed. By specifying the class of property listed, the listing broker affirms that the listing falls under the classification designated. The MLS shall have no affirmative responsibility to verify the property class of any listing filed with the service. However, the MLS shall have the right to make a determination as to the classification of the property class and if the listing broker does not reclassify it accordingly they may receive a fine per Article 11.4.

- 1/2 Duplex
- Apartment
- Condominium
- Condo-Hotel
- Dock / Rackominium
- Farm
- Garage Condo
- Manufactured / Mobile Home
- Mobile Home
- Single Family Residence
- Townhouse
- Villa

Commercial - If the property being listed falls under the following categories, the property must be entered into the Commercial property class. Listings may also be entered into multiple property classes as long as they are in accordance with Article 4.7. It is the responsibility of the broker participant and subscriber to properly classify the class of property listed. By specifying the class of property listed, the listing broker affirms that the listing falls under the classification designated. The MLS shall have no affirmative responsibility to verify the property class of any listing filed with the service. However, the MLS shall have

the right to make a determination as to the classification of the property class and if the listing broker does not reclassify it accordingly they may receive a fine per Article 11.4.

- Aeronautical
- Agriculture
- Arts and Entertainment
- Assembly Hall
- Assisted Living
- Auto Dealer
- Auto Service
- Bar / Tavern / Lounge
- Barber / Beauty
- Business
- Business Opportunity
- Business Opportunity No RE
- Business Opportunity with RE
- Car Wash
- Child Care
- Church
- Commercial
- Concession Trailers / Vehicles
- Construction / Contractor
- Convenience Store
- Distribution
- Distributor Routine Ven
- Education / School
- Farm
- Florist / Nursery
- Fashion / Specialty
- Flex Space
- Food & Beverage
- Gas Station
- Grocery
- Heavy Weight Sales Serv
- Hotel / Motel
- Industrial
- Manufacturing
- Light Items Sales Only
- Marine / Marina
- Medical Office
- Mixed Use
- Mobile / Trailer Park
- Multi-Family / Apartment (5+)
- Office
- Other

- Personal Services
- Professional / Office
- Professional Service
- Recreation
- Research and Development
- Residential
- Restaurant
- Retail
- Storage
- Shopping Center / Strip Center
- Theatre
- Timberland
- Veterinary
- Warehouse
- Wholesale