Hive MLS

Rules & Regulations

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LISTING PROCEDURES

SECTION 1 LISTING PROCEDURES

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license and are located within the Service Area (see Section 1.12) of the multiple listing service, and are taken by Participants on Exclusive Right to Sell and Exclusive Agency must be entered into the Hive MLS within 3 calendar days after all necessary signatures have been obtained.

Listings of property located outside the service area may be submitted voluntarily by a Participant but are not required by the service*.

- Single family homes for sale or exchange(M)
- Vacant lots and acreage for sale or exchange(M)
- Multi-family, structure with 2 to 4 units that are individual dwellings, for sale or exchange(M)
- Boat slips
- Timeshares
- Fractional Ownership
- Commercial Sales/Lease*

* Commercial listings entered into RCASENC are exempt from entry in the MLS

The Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the Service. However, the Service, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants.
- assure that no listing form entered into the Service establishes, directly or indirectly, any contractual relationship between the Service and the client (buyer or seller)

* "The Service" refers to the Hive MLS multiple listing service.

The Service shall accept Exclusive Right-to-Sell Listing Contracts and Exclusive Agency Listing Contracts and may accept other forms of agreement that authorize the Listing Firm on an exclusive basis to offer cooperation through MLS to other Participants of the Service acting as subagents, buyer agents, or both. The listing agreement must include the seller's written authorization to submit the agreement to the Service. The different types of listing agreements include,

- **Exclusive Right-to-Sell**

  The Exclusive Right-to-Sell listing means a contractual agreement between the seller(s) and listing Participant that grants the Participant exclusive authorization to market the property to the public as the seller's agent.

- **Exclusive Agency**

  The Exclusive Agency listing means a contractual agreement between the seller(s) and the listing Participant that grants the Participant exclusive authorization to market the property to the public as the seller's agent, but also reserves to the seller(s) the general right to sell the property on an unlimited or restrictive basis.

- **"Market to the public"** has the meaning set out in Section 1.01.

- **Prospect exemptions**

  Exclusive agency listings and exclusive right-to-sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to- sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

- **Net and open listings**

  The Service does not accept net listings or open listings.

- **No MLS regulations of members' listing types**

  The Service does not regulate the type of listings its members may take. This does not mean that the Service must accept every type of listing. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing is engaging any of or more of the following: 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, applications available to the general public, cooperating with other brokerages, or any substantively similar activity.(M)

The submission rule in this section does not include New Construction Listings under a Blanket Listing Agreement, Commercial or Rental Property Types*.[53]

Section 1.1 Types of Properties:

The following are some of the types of properties that may be published through the Service, including types described in Section 1 that are required to be entered into the Service and other types that may be entered into the Service at the Participant's option provided, however, that any listing submitted is entered within the scope of the Participant's licensure as a real estate broker or auctioneer:

- Residential
- Land/Acreage Site
- Rental
- Multi-family 2 to 4 dwelling units
- Manufactured
- Auction

NOTE: Residential properties are restricted to listings that convey real property.

Section 1.1.1 Listings Subject to Rules and Regulations of the Service

Any listing on a contract to be filed with the multiple listing service is subject to the Rules and Regulations of the Service upon the signature of the seller(s).(R)

While the Service does not require a copy of the contract upon entry into the Service, when the Service requests a copy of the contract, a copy must be provided within one (1) business day.

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

Section 1.1.2 Coming Soon - No Showings:

A listing where a delayed Showings date is utilized or where the seller has not authorized display until a later date, must nevertheless be entered within 3 calendar days from receipt of seller's written authorization using the status "Coming Soon - No Showings". Enter the Start Showings Date from the listing agreement into the Service's "Showing Start Date" field.

Status Coming Soon - No Showings

The Coming Soon - No Showings status is a temporary, off-market status. A listing can only be in the Coming Soon-No Showing status for a maximum of 30 calendar days.

Nightly Processing

Each evening, the System will review all Coming Soon - No Showings listings and automatically convert them to Active status if the Start Showing Date has been reached or if the listing has been in the status for 30 days.

Only New Listings, No Status Changes

Only new listings can use the Coming Soon - No Showings status; listings in any other status may not be changed to Coming Soon - No Showings.

Signage

1) Hive MLS does not require a coming soon sign rider but posting a "for sale" sign without a "coming soon" sign rider could be construed as misrepresenting the availability of access to show or inspect a listed property. Listing Subscribers should consider using a "coming soon" sign rider on a sign, or no sign at all.

Photos

Hive MLS requires an image or photo of any listing in Coming Soon - No Showings status as described below in Photos. Photos are Mandatory for Every Property Type.

Offers Can Be Accepted

A seller can accept an offer from a prospective buyer even if the property is not available for showing. In the event an offer is accepted on a listing in the Coming Soon - No Showings status, the listing firm MUST change the listing to a Pending status within 3 calendar days.

Advertising

Listings with a Coming Soon - No Showings status may only be promoted or advertised as a "coming soon" property. Advertising a listing as a for-sale property will immediately disqualify the listing from the Coming Soon - No Showings status*.

Advertising Penalties

If advertised as anything other than “Coming Soon”:

- The status must immediately be changed to “active”
- The Subscriber is cited for a violation of the Hive MLS Rules and Regulations
- First Violation - $1,000 fine
- Second Violation - $2,000 fine
- Third and subsequent violations within a 12-month period - $5,000 plus a 30-day suspension of the Subscriber’s Hive MLS account.

Activate before Original Start Showing Date

The Listing Firm may change the listing’s status to Active at any time; however, once the Coming Soon - No Showings status is changed to Active the listing cannot go back to the Coming Soon - No Showings status. The Listing Firm must change the status of a Coming Soon - No Showings listing to Active, if any showings will occur before the Start Showing Date.

No Showings

Listings in the Coming Soon - No Showings status are not eligible for showings, Open Houses, or Broker Caravans. Any showing of a listing in the Coming Soon-No Showing status, whether that showing is made to the general public or other Participants and Subscribers, will immediately disqualify the property from the Coming Soon - No Showings status, and the listing Subscriber will be cited for a violation of these Rules.

Showing Penalties

- The Subscriber is cited for a violation of the Hive MLS Rules and Regulations
- First Violation: $1,000 fine
- Second Violation: $2,000 fine
- Third and subsequent violations within a 12-month period: $5,000 plus a 30-day suspension of the Subscriber’s MLS account.

Section 1.1.3 Duplicate Listings

Duplicate listings shall be defined as multiple listings that contain the same property address OR Tax Identifier number and are entered into the service as a Parent/Child Listing. Pre-Sales, Commercial, Rental and Fractional/Timeshare are exceptions to the Parent/Child requirement. All Duplicate or Parent/Child Listings shall be entered under the following guidelines[4]

- each listing record is complete and accurate in itself.
- each listing record is recommended to be cross-referenced in agent only remarks by listing number with any other listing of the same property.

- all disclaimers necessary to adequately describe a true picture of the listing's circumstances appear in the Marketing/Public Remarks
- there is specific authorization from the seller that could be verified if requested
- If the property is sold, the listing broker must submit the sale against **ONE (1)** listing record only. Other overlapping/duplicate records will be Cancelled by the System.

Section 1.1.4 Listing Entered For Sale Only

The sale of real property not listed in the Hive MLS with buyer representation may be entered as a SALE ONLY. The Stipulation of Sale **MUST** be "Sale Only". Sale Only listings are subject to all data compliance rules and subject to fines as specified in Data Compliance and Fine Policy attached to these Rules. Where an agent is unable to complete any data field (such as a pending or sold date) **IMMEDIATELY** contact your Hive MLS staff to correct the data.[5]

The listing Agent **MUST** be "A Non Member" only if there is **NO Listing Agreement** or the **Listing Agent is NOT an Hive MLS** member.

How to enter the Listing

How to enter the Listing in the system. It will require you to use yourself as the listing agent, to enter the listing and all the fields in the MLS. After the Listing is saved, you must change the listing agent to "**A Non Member**" and save the listing.

If there is a listing agreement and the **listing agent IS a member** of the Hive MLS, mark the Listing Member field accordingly.

Section 1.1.5 Square Footage

The reported square footage for all properties shall be measured in accordance with the local Real Estate Commission's guidelines. Where square footage in the property meets all the living area criteria except "directly accessible from other living area", such square footage shall be entered HSF Range Sep Living Space section. All other data fields related to such section must be completed (bedrooms, baths, etc.).[6]

Section 1.1.6 Seller not Owner

When the seller of a property does not hold title, but has a contract to receive title on the property: The **Stipulation of Sale** must be set to "Seller not Owner"; and, where the contract allows assignment, the words "SUBJECT TO ASSIGNMENT" shall appear in the **Marketing Remarks.**[7]

Section 1.1.7 Community Names

All community names shall be entered into the MLS as follows: Enter the Planned Urban Development (PUD) name or where there is no PUD, the Subdivision name in the Subdivision field. (**EXAMPLE:** PUD is Carriage Hills (goes in Subdivision), and the Subdivision is Cabriolet (goes in the Secondary Subdivision)

All requests to add a Subdivision must be submitted using the Hive MLS Additions Request form. (in FlexMLS, Menu select “MLS intranet” ”+Forms”). In addition, you may access the form directly by selecting the Hive MLS Additions Request Form here. Additionally, a Plat Map image or other supporting documentation which may be obtained from the register of deeds office must be attached.

Section 1.1.8 Levels

The following definitions are for the levels in real property:

- Basement
- Main level, Upper floor, and Ground Floor (Split level homes only).
- Ground floor - Enclosed Area under Raised Homes (on pilings),or elevator.
- First floor
- Second floor
- Third floor
- Fourth floor
- Fifth floor

Section 1.1.9 Manufactured Homes

The existence of a manufactured home is a material fact. All manufactured homes without regard to whether they have stick-built components attached shall have Manufactured Home in the Sub-Type field.

Section 1.1.10 Waterfront

Improved or unimproved land abutting (touching at one end or side) any body of water. Townhomes or condominiums can ONLY be called waterfront if the association owns the land abutting the water and the unit itself directly fronts the body of water with no other structures between the unit and the water.

With the exception where the municipality or state-owned properties that directly abuts the lands between the property and the waterfront, or a Condominium where the land in between the building and the water is held in common.

Section 1.1.11 Water Access

Improved or unimproved land that itself is not waterfront but has access to a body of water by deeded rights via a separate parcel of land, boat slip, private boat ramp or thru common space/areas of a Homeowner association.

Section 1.1.12 Island or Mainland

Only listed property physically located on a body of land surrounded by water may be marked as "Island". All other listed property must be marked as "Mainland". It is a violation of these rules to mark a listed property as both "Island" and "Mainland".

Section 1.1.13 Remarks

Because Marketing Remarks, Directions to Property and Public Remarks display on IDX and VOW websites, the following rules apply:[8]

Permitted:

- A Builder's name may appear in Public Remarks when the Builder is not the listing firm, and the word "builder" is used in conjunction with the use of the name.

Prohibited:

1. Agent or company information such as phone numbers, hyperlinks to websites (hyperlink exceptions: The HOA, HomeSteps.com, HomePath.com, HUDHomestore.com, homesearch.com, or Auction.com)
2. Talking Ads, email addresses, open house information, etc.,
3. Any offers of compensation of any type, including from seller or listing broker to cooperating brokers. This is prohibited in all remarks (e.g., marketing, agent, and advertising) and in all field, photos, and listing attachments.

1) **Agent Remarks:** Are used to inform the cooperating broker of confidential information such as "multiple offers", "attorney assisted short sale", etc.

2) **Advertising Remarks**: These display on third-party websites to the public.

Section 1.1.14 Public Documents

All documents uploaded to the Service are automatically uploaded as private.[9]

Section 1.1.15 All Listing and Co-Listing Brokers must be Participants or Subscribers to the Hive MLS:

The only active listings allowed into the Service require all listing and co-listing parties to be Participants or Subscribers to the Service.

Section 1.1.16 Listings of Properties Previously Listed by Other Participants:

In the event a Participant takes a listing on a property previously listed by another Participant in the Service, the new listing Participant may not copy or otherwise duplicate the photograph(s) or descriptive text fields from the previous listing record in the Service's system without the previous listing Participant's written permission. "Descriptive text fields" include all remarks, directions, and other "free-form" fields where the Participant has discretion regarding the contents of the field. This restriction does not apply to purely factual fields (number of bedrooms, address, etc.).

Section 1.1.17 Photos are Mandatory for Every Property Type:

Photos are mandatory for every property type and must be entered during the same time frames described in Section 1 "Listing Procedures".

The primary photo must be an exterior elevation view of the property and flagged as the primary photo within the Hive MLS. One of the first ten (10) photos shall be the best possible front elevation of the property as seen from the road.[10]

- For Multifamily properties, the primary photo should show a photo of the exterior of the actual unit for sale.
- For a Land listing the primary photo may be an Aerial View or a Plat Map.[11]
- For Multiple Unit Properties (see Section 1.8), the first photo must be of one of the actual properties being listed.
- The requirements of this paragraph shall not apply where a seller expressly directs that photographs of their property not appear in MLS compilations, provided the MLS Participant shall furnish a copy of the seller's request to the Service.
- The Service incorporates Exhibit 3 "A Guideline for MLS Photos" attached to these Rules and Regulations.

No photo or virtual tour entered or linked to or from the service shall display:

- any for sale or for lease sign.
- no text except the specific allowances noted below.
- any information that identifies the Subscriber or the company.
- any business card images or the like.

The photo may only display the physical characteristics of the subject property and its immediate vicinity; it may not include any link to any location on the web. Specific markings on photos submitted may include text and symbols for clarification. Photos using picture in a picture are allowed. The MLS Staff is authorized to remove any photo or virtual tour from the MLS that is not in compliance with these rules.

Section 1.1.18 Reporting Canceled Listings to the Service:

If the Seller and Listing Company agree to Cancel a listing and there is a fully executed Termination of Agency Agreement and Release (NCAR Standard Form # 720) the Listing Office will immediately change the Listing status to Cancelled.

Section 1.1.19 Definitions of Statuses:

a) **Coming Soon - No Showings:** See Section 1.1.20 Syndicated (published) and are in a "No show status" - the property may not be shown until the Showing Start Date. A Showings Start Date must be entered that is not more than thirty (30) calendar days from the Effective Date of the Listing Agreement.

b) **Active:** A listing contract is in force between the listing broker and seller.
   i. **Active - Delayed Marketing Condition** - *Not visible* to MLS Participants or Syndicated "published" until the Marketing Date. Visible only to Listing agent, Designated Broker and Staff.
   ii. **Active - Office Exclusive Condition** - *Not visible* to MLS Participants or Syndicated "published." Visible only to Listing agent, Designated Broker and Staff.

c) **Pending:** The listing is under contract; showings are no longer being sought and backup offers are not being solicited.[47]

d) **Pending with Showings:** The listing is under contract but is still available for showing, and backup offers are still being solicited.[47, 48]

e) **Hold:** The listing contract remains in force between the listing broker and the seller but is off market temporarily. **NOTE:** The status of a Hold listing changes to Expired on the Expiration Date.[47]

f) **Withdrawn:** The listing contract remains in force between the listing broker and the seller but is not expected to return to market. **NOTE:** The status of a Withdrawn listing changes to Expired on the Expiration Date.[47]

g) **Cancelled:** The listing contract has been terminated (is no longer in force) before expiration of the term of the contract.

h) **Expired:** The term of the listing contract has ended.

i) **Closed:** The Date the Sale has been Recorded at the Register of Deeds. Or the Date a Lease or Lease w/ Purchase Option agreement has been executed.

Section 1.1.20 Showings & Marketing

If you are not marketing the property starting on the Effective date of the Exclusive Right to Sell Listing Agreement (section 10), use the *Active* status, with *Delayed Marketing option* or the *Coming Soon - No Showings Status*, or *both*, e.g., Active-> Delayed Marketing-> Coming Soon.

Status	**Marketing**	**Marketing Date**	**Showings Begin Date**	**Showings Allowed**
Active	Delayed	Date in 10(a)	Date in 10(a)	Not until Showings begin date
Coming soon	Not Delayed		Date in 10(b) box 1	Not until Showings begin date
1) Active 2)Coming Soon	1) Delayed 2) Not Delayed	Date in 10(a)	Date in 10(b) box 1	Not until Showings begin date

Delayed Marketing: These listing ***will not be visible*** on the MLS or Syndicated "published" until the Marketing Date entered. These listing can only be seen by the Listing Agent or Office Admin. Note that the Marketing Date field cannot be changed except by the Hive MLS or Your Association Staff with supporting documentation.

Coming Soon - **No Showings**: These listings are syndicated (published) and are in a "No show status" - the property may not be shown until the Showing Start Date. A Showings Start Date must be entered that is not more than thirty (30) calendar days from the Effective Date of the Listing Agreement.

If Delayed Marketing and Coming Soon - No Showings is used A Showings Start Date must be entered that is not more than thirty (30) calendar days from the Marketing Date of the Listing Agreement.

Section 1.2 Detail on Listings Entered into The Service

A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form; provided, however, that **no** field, photo, attachment, or supplement file on a listing in the Service may include an offer of compensation from seller or listing broker to cooperating brokers or an offer of a seller concession that is limited to or conditioned on the retention of or payment to any other brokerage.(R) [12]

Incorporated into these Rules are the definitions for data fields attached as Exhibit 7.

*ascertainable is defined as a fact you can find out with certainty.

Section 1.2.0 Accuracy of Listing Data

Participants and Subscribers are required to submit accurate listing data and required to correct any known errors.(M)

Section 1.2.1 Required Disclosures to Seller

Participants must disclose to prospective sellers in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in their listing agreement or (ii) in pre-closing documents, if any, unless (i) or (ii) are a government-specified form. With government-specified forms, Participants must include a separate written disclosure statement with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable. Listing Participants must conspicuously disclose to sellers, and obtain the seller's authority, for any payment or offer of payment that the listing broker or seller will make to another broker, agent, or other representative (e.g., real estate attorney) acting for buyers; and such disclosure must be in writing, be provided in advance of any payment or agreement to pay to another broker acting for buyer and specify the amount or rate of any such payment. [13]

Section 1.2.2 Limited Service Listings

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

1) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);(O)
2) Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);(O)

3) Advise the seller(s) as to the merits of offers to purchase;(O)
4) Assist the seller(s) in developing, communicating, or presenting counteroffers; or.(O)
5) Participate on the seller(s) behalf in negotiations leading to the sale of the listed property(O)
6) Listings will be identified by choosing Limited Service as the listing type when entering the Listing so potential cooperating brokers will be aware of the extent of the services the Listing Broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to Listing Brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.3 MLS Entry-only Listings

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

1) Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s).
2) Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s).
3) Advise the seller(s) as to the merits of offers to purchase.
4) Assist the seller(s) in developing, communicating, or presenting counteroffers, or
5) Participate on the seller(s) behalf in negotiations leading to the sale of the listed property MLS Entry-only
6) Listings will be identified by choosing “Entry Only” in the Agreement Service Type when entering the listing so potential cooperating brokers will be aware of the extent of the services the Listing Broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.4 Blanket Listing Agreements

A Blanket Listing Agreement is defined as an agreement between the developer/builder and a firm/broker to sell multiple properties within a PUD or subdivision. Within 3 days of the effective date, the REDACTED (removing any compensation details)[14] blanket listing agreement must be submitted to Hive MLS via email at docs@hivemls.com.

When a property is ready to market:

1) Enter it into the MLS
2) Use the entry date in the Effective Date field

Section 1.3 Exempt Listings

If the seller refuses to permit a listing of an otherwise-eligible type[15] to be disseminated by the service, the Participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.(M)

MLS Participants must distribute exempt listings within one (1) business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation(M)

Section 1.4 Change of Status of Listing

Any change in the listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service computer within 1 business day after the authorized change is received by the listing broker.(R)

Section 1.5 Withdrawal of Listing Prior to Expiration:

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

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

Staff is authorized to change the listing status to Cancelled when written communication is received clearly demonstrating that the firm is no longer the seller's agent. Staff is to provide the listing firm with the seller's communication and the following notice:

The MLS has changed the listing status to Cancelled for listing #_____ due to receipt from the seller that your firm is no longer their agent. MLS legal counsel has stated that under the law of agency, an agent who continues to hold him/herself out as the principal's agent following his or her discharge can be liable for damages that the principal may incur as a result of the agent's conduct. You are strongly advised to discuss this matter with your own legal counsel.

In the event the seller and listing firm agree to cancel a listing and there is a fully executed Termination of Agency Agreement and Release (NCAR Standard Form # 720) or substantially similar form, the firm will immediately change the listing status to Cancelled.

Section 1.6 Contingencies Applicable to Listings:

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.[(R)]

Section 1.7 Listing Price Specified:

The full gross listing price stated in the listing contract will be included in the information published in the Service compilation of current listings unless the property is subject to auction.[(M)]

Section 1.8 Listing Multiple Unit Properties:

a) All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Data Form except when the property is in a subdivision owned by a single entity.

i The following rule applies when there are twenty-five (25) or more properties. The Service Participant may group improved or unimproved properties on one Property Data Form indicating multiple properties are available in the "Marketing/Public Remarks" section. When part of a listed property has been sold, proper notification must be given to the Service.

EXAMPLE #1: A new subdivision has 31 lots or condos or single family homes. 5 are priced at $199,500; 12 are priced at $222,500; 14 are priced at $225,000. You may choose to have only three Listing in the Service with the number of properties available showing in the "Marketing/Public Remarks".

EXAMPLE #2: A new subdivision has 31 lots with a variety of prices, the lowest price being $19,500 and the highest being $25,000. You may place the lowest lot on one Property Data Form and the highest on another Property Data Form. In the "Marketing/Public Remarks Section" of each you must specify that there are lots available within the price range of $19,500 to $25,000.

CAVEAT: You must submit a lot as "Under Contract" and you must modify the active Service Property Data Form (for example: instead of 15 lots there are now 14 available) each time a lot is placed "Under Contract". Failure to do both would be a violation of the Rules.

ii Properties may also be grouped by a Parent-Child relationship.

EXAMPLE: The Property has a house on one of the two lots contained in the deed. The Seller will sell them together or separately. The house would be added under the Residential section, the additional lot under Land. The Marketing/Public Remarks would specify the other MLS number of the Parent or Child listing indicating the pricing if sold together or separately.

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

The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for Services to be rendered by Participants. Further, the Service shall not fix, control, recommend, suggest, or maintain any division of commissions or fees or offers of compensation between cooperating Participants or between Participants and nonparticipants, or from sellers to Participants or nonparticipants.[(M)] [16]

Section 1.10 Expiration of Listings

Listings filed with the Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. (Amended 11/01)[(M)]

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

Section 1.11 Termination Date of Listings

Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.[(M)]

Section 1.12 Service Area

Only listings of the designated types of property located within the Service Area of the MLS are required to be submitted to the Service. Listings of property located outside the above counties will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. (Amended 11/17)[(M)]

The following counties constitute the MLS Service Area:[17]

Alabama

Clay, Cleburne and Randolph.

Georgia

Bryan, Burke, Carroll, Chatham, Clarke, Columbia, Effingham, Elbert, Fannin, Glascock Haralson, Heard, Jefferson, Lincoln, Madison, McDuffie, Oglethorpe, Oconee, Richmond, Towns, Union, Warren and Wilkes.

North Carolina

Anson, Beaufort, Bertie, Brunswick, Bladen, Camden, Carteret, Chatham, Cherokee, Chowan, Clay, Columbus, Craven, Currituck, Duplin, Edgecombe, Gates, Graham, Greene, Halifax, Hertford, Hyde, Jackson, Johnston, Jones, Lenoir, Macon, Martin, Moore, Nash, New Hanover, Northampton, Onslow, Orange, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Sampson, Scotland, Swain, Tyrrell, Vance, Warren, Washington, Wayne and Wilson.

South Carolina

Aiken, Edgefield, Horry and McCormick.

Tennessee

Polk

Virginia

Brunswick, City of Emporia, Greensville, Mecklenburg and Southampton.

Section 1.13 Listings of Suspended Participants

When a Participant of the Service is suspended from the Service for failing to abide by a membership duty (i.e., MLS bylaws, MLS Rules and Regulations or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn, expired and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the or MLS for failure to pay appropriate dues, fees, or charges, MLS is not obligated to provide MLS Services, including continued inclusion of the suspended Participant's listings in the Service compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his/her clients.[(M) 18]

Section 1.14 Listings of Expelled Participants

When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., MLS bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the expelled Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the MLS for failure to pay appropriate dues, fees, or charges, MLS is not obligated to provide MLS Services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the Service, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his/her clients.[(M) 19]

Section 1.15 Listings of Resigned Participants

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

Section 1.16 Property Addresses

At the time of filing a listing, Participants and Subscribers must include a property address available to other Participants and Subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Amended 05/21)[(M)]

SELLING PROCEDURES

SECTION 2 SHOWINGS AND NEGOTIATIONS

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

a) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly,[(M)] or
b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by the cooperating brokers. (Amended 4/92)[(M)]

c) When the listing/leasing broker or auctioneer places a value of "Show Anytime" in the "Showing Instructions" field, Subscribers may show the property without an appointment but must notify the Participant on the same business day after the showing.

Section 2.0.1 Bulk Sales

Bulk Sales are a single buyer purchase of multiple real estate parcels at the same time, as if they were one unit.[20]

Entering Bulk Sales:

a) Take the Tax Value (TV) of one parcel.
b) Divide by the Total Tax Value (TTV) of all parcels combined.
c) Multiply this ratio against the Total Sales Price (TSP) of all parcels combined.

TV/TTV*TSP = Individual Sales Price (see example below).

	Tax Value	TV/TTV*TSP	Individual Sales Price
Listing A	$ 75,000	42.86%	$ 85,714
Listing B	$ 100,000	57.14%	$ 114,286
	$ 175,000		
TOTAL Sales Price			
$ 200,000			$ 200,000

Bulk Sale Example 1

Listing Agent will include in Agent Remarks:

- "BULK SALE"
- # of units and
- listing #'s of each unit

Listing Agent will include in Closing Remarks: **BULK SALE – see agent remarks**

Section 2.0.2 Seller Agent Name

The Selling Agent name of an Offer to Purchase will be used as the Selling Agent name for the listing in the MLS.[21]

Section 2.1 Disclosures to Prospective Buyers

Participants must disclose to prospective buyers with whom they work in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in the Participant's agreement with the buyer, or (ii) in pre-closing documents, if any, unless (i) or (ii) are a government-specified form. With government-specified forms, Participants must include a separate written disclosure statement with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable.[22]

Section 2.2 Written Buyer Agreements Required

A Participant working with a buyer must enter into a written agreement with the buyer prior to the buyer touring any listing. This requirement does not apply to potential buyers attending an open house that is open to the public (whether hosted by the listing broker or another firm), but it does otherwise apply to showings of properties by the listing broker. The written agreement must comply with the following:

a) To the extent that the Participant will receive compensation from any source under the agreement, the agreement must specify and conspicuously disclose the amount or rate of compensation the Participant will receive or how this amount will be determined.

b) Any amount of compensation reflected must be objectively ascertainable and may not be open-ended (e.g., “buyer broker compensation shall be whatever amount the seller is offering to the buyer” is considered open-ended);

c) Such a Participant may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer, unless the Participant is the listing broker.[23]

Section 2.3 Presentation of Offers

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

Section 2.4 Submission of Written Offers

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

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

Section 2.5 Right of Cooperating Broker in Presentation of Offer

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

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.[(M)]

Section 2.6 Right of Listing Broker in Presentation of Counteroffer

The listing broker or his representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.[(M)]

Section 2.7 Reporting Sales to The Service

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing/leasing broker or auctioneer within 3 calendar days after they have occurred. If the negotiations were continued under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within one (1) business day after occurrence and the listing broker shall report them to the MLS within 3 calendar days after receiving notice from the cooperating broker. (Amended 11/11)[(M)]

Final closing of lease transactions may be reported as Closed.

Limits use of sale price information to Participants and Subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below. The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to Participants and Subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing Participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.[(MO2)]

Section 2.7.1 Reporting Pending to The Service

The listing Participant MUST report within 3 calendar days[25] according to the following requirements:

- When the contract has all signatures obtained, the status changes to Pending[24]; or
- If the status is Pending with Showings[48] and the reason for the status is satisfied, the status must be changed to Pending.

Section 2.7.2 Reporting New Construction Where Lot is Sold First, Improvement Sold Later

Construction to Perm Financing

(Lot closes and bank loan pays builder to start & finish construction.)

- Do not enter lot as a separate sale (not a land listing).
- Where the buyer can choose the house plan, enter the listing the same day it goes under contract with a status of Pending (The listing should be entered as an Active listing, saved, and then the status changed to Pending.) Under no circumstance would you wait until closing to enter the information.
- Follow the Photo Guidelines Exhibit 3.
- Change the status to Closed when the deed is recorded, and proceeds disbursed.

If Not Reporting Sale of Lot Separately

- Enter the listing as Pending once house is closed in by the builder.
- Follow the Photo Guidelines
- Follow Rules to report sale after deed is recorded and proceeds disbursed.

If Reporting Sale of Lot Separately

(Where recording lot sale is desired)

Lot Sale

- If the lot is listed in the MLS. Change status to Pending, then Sold following all other Rules.
- If the lot is not listed in the MLS, enter it as Pending when it goes under contract.
- Follow the Photo Guidelines
- Follow Rules to report sale after deed is recorded and proceeds disbursed.

Improvement

Whenever construction starts on the improvement, enter the listing as Pending. In the first line of the Agent Remarks enter the following: Previous lot sale reported as MLS number _____.

- Follow the Photo Guidelines Exhibit 3
- Follow Rules to report sale after deed is recorded and proceeds disbursed.

- It is prohibited to enter the sale of any new construction where the Participant is entering just the construction cost of a home as the sale price (custom build, no real property transferring.
- It is prohibited to enter new construction where the Participant is adding the price of a land sale to the cost of subsequent construction cost (two separate contracts) and using the sum of the two contracts to create a sale price of a single-family home. Such a transaction should be shown as a vacant land sale.

Section 2.8 Reporting Resolutions of Contingencies:

The listing broker shall report to the Service by a change of status within 1 business day that a contingency on file with the Service has been fulfilled or renewed, or the agreement canceled.(M)

Section 2.9 Advertising of Listing Filed with the Service

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

Section 2.10 Reporting Cancellation of Pending Sale:

The listing broker shall immediately report to the multiple listing service of the cancellation of any Pending sale and the listing shall be reinstated immediately.(M)

Section 2.11 Disclosing the Existence of Offers:

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

Section 2.12 Availability of Listed Property:

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.(O)

REFUSAL TO SELL

SECTION 3 REFUSAL TO SELL

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

This notice shall be delivered via email to the Service and Participants.

PROHIBITIONS

SECTION 4 INFORMATION FOR PARTICIPANTS ONLY

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

Section 4.1 "For Sale" Signs

Only the “for sale sign” of the listing broker may be placed on a property.(M) 58

Section 4.2 "Sold" Signs

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.(M) 58

Section 4.3 Solicitation of Listing Filed with the Service

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

Section 4.4 Use of the Terms MLS and Service:

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

Section 4.5 Services Advertised as "Free"

MLS Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the Participant or Subscriber will receive no financial compensation from any source for those services. (Amended 11/21)[(M)] [26]

Section 4.6 No Filtering of Listings

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Adopted 8/24)[(M)] [27]

NO BROKER COMPENSATION ON LISTINGS

Section 5.1 No Offers of Compensation Permitted in The Service

Participants, Subscribers, or their sellers are prohibited from making any offer of compensation to other Participants via the Service on any listing filed with the Service in the Service's database.[28]

Section 5.2 No Reporting of Compensation

Participants are prohibited from disclosing on the Service the amount of negotiated commission in listing contracts, or total brokerage compensation (i.e., the combined compensation to both listing brokers and cooperating brokers), and the Service shall not publish any commission on a listing that has been submitted to the Service by a Participant.[29]

Section 5.3 Display of Listing Broker's Offer of Compensation

If the listing broker operates a website or other electronic service where it displays its own listings as well as those of other Participants, the listing/displaying broker may display offers of compensation to buyer brokers or other buyer representatives only on the listing/displaying broker's own listings.[30]

Section 5.4 No Support of Compensation Platforms

Any Participant's 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 will result in termination of the Participant's access to any MLS data and data feeds.[31]

Section 5.5 Disclosing Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where the title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing Participants. (Amended 8/24)(MO2)

Short Sales are disclosed by choosing Short Sale in the Stipulation of Sale Field.

This shall be disclosed immediately but in no case, later than 12 hours after receipt of notification from the Lienholders. All confidential disclosures and confidential information related to short sales must be communicated in the Agent Remarks available only to Participants and Subscribers.[32]

Section 5.6 Participant as Principal

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

* Licensed or certified appraiser as used hereinafter shall also include any other type of license or designation conferred by the appropriate state regulatory agency for the appraisal of real property including but not limited to Registered Trainee.

Section 5.7 Participant as Purchaser

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

SERVICE CHARGES

SECTION 6.0 SERVICE FEES AND CHARGES:

Participants and Subscribers are referred to their REALTOR® association for all fees and charges. Hive MLS does not set the "retail" price charged by Hive MLS Member Associations, which is entirely under the control of each Hive MLS Member Association.[33]

Section 6.1 Waivers from MLS Fees, Dues, and Charges:

A no-cost waiver of MLS fees, dues and charges is available for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. The principal broker must sign and submit a certification for nonuse of its MLS services by their licensees. If violated, the penalty is $1,000 or MLS fees from the date the violation occurred and termination of the waiver whichever is greater.(M)

COMPLIANCE WITH RULES

SECTION 7.0 COMPLIANCE WITH RULE-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:

- Letter of warning

- Letter of reprimand
- 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
- Appropriate, reasonable fine not to exceed $15,000
- Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.[(M)]

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

Note 2: MLS Participants and Subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLs rules, except that the MLs may allow more administrative sanctions for violations of listings information provided by Participants and Subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a Subscriber to the Subscriber's Participant and the Participant is required to attend the hearing of a Subscriber who has received more than three (3) administrative sanctions within a calendar year.[(M)]

Section 7.1 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof. Further, failure of any user or Subscriber to abide by the Rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant.[(O)]

[SECTION 8 – RESERVED]

ENFORCEMENT OF RULES OR DISPUTES

SECTION 9 CONSIDERATION OF ALLEGED VIOLATIONS

The Board of Managers or a Tribunal composed of at least 3 members of the Board shall give consideration to all written complaints having to do with violations of the Rules and Regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors)[(M)].

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

Section 9.1 Violations of Rules And Regulations

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board of Managers of the service, and if a violation is determined, the Board of Managers may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee appointed through the Multi-Board Agreement within twenty (20) days following receipt of the managers' decision. (Amended 11/96) [(M)]

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the Board of Managers of the service to the association of REALTORS® for appropriate action in accordance with the Multi-Board Agreement procedures and to Hive MLS in accordance to Section 16 of the MLS Rules and Regulations.[(M)]

Section 9.3 Complaints of Unauthorized Use of Listing Content

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

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

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

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

Section 9.4 MLS Rules Violations

MLS Participants may not take legal action against another Participant for alleged rules violation(s) unless the complaining Participant has first exhausted the remedies provided in these rules.[(M)]

CONFIDENTIALITY OF MLS INFORMATION

SECTION 10.0. CONFIDENTIALITY OF INFORMATION

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

Section 10.1 MLS Not Responsible for Accuracy of Information

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

OWNERSHIP OF MLS COMPILATION AND COPYRIGHT

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

SECTION 11

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

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

Section 11.0.1 Access to Comparable and Statistical Information

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

Rule Penalties

Participants and Subscribers who violate this Rule**:**

- Shall immediately have their MLS access suspended. Prior to having MLS access restored, the Participant or Subscriber must pay:
- Five hundred dollars ($500) for the first violation;
- One thousand dollars ($1,000) for a second violation;
- Two thousand-five hundred dollars ($2,500) for a third violation;
- The discipline for any subsequent violations shall be at the discretion of the MLS Board of Managers (**NOTE:** All disciplinary actions are subject to Section 9 above).

Section 11.1

All right, title and interest in each copy of every multiple listing compilation created and copyrighted by the Service and in the copyrights, therein, shall always remain vested in Hive MLS.(R)

Section 11.2 Display

Each Participant shall be entitled to lease from Hive MLS, a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraiser) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Service.**(M)

Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these Rules.(M)

USE OF COPYRIGHTED MLS COMPILATION

SECTION 12 DISTRIBUTION

Participants shall, at all times, maintain control over and responsibility for each copy of and access to any MLS compilation* leased to them by Hive MLS, and shall not distribute any such copies to persons other than Subscribers who are an affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other Subscribers as authorized pursuant to the governing documents of the Service. Participants and their affiliated subscribers and staff may not transmit, retransmit, or provide any Service compilation or means of accessing any Service compilation in any manner to any other individual, office, or firm, except as expressly provided in these Rules. This section prohibits the sharing of all access methods, including without limitation user IDs, passwords, and physical authentication means (such as one-time password key fobs).(R)

Use of information developed by or published by the Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by the Service where access to such information is prohibited by law.(R)

Section 12.1 No modification of other Participants' content (NAR Section 19.16)

A Participant shall not change the content of any MLS Listing Information (as that term is defined in Section 16.1(d) of these Rules) of any other Participant from the content as it is provided in the Service, without regard to how it is disclosed, including oral disclosure or disclosure through a VOW. A Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules if the source of such other information is clearly identified. This rule does not otherwise restrict the format of display of MLS Listing Information or the display of fewer than all the listings or fewer than all the authorized information fields.

Section 12.2 Display

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

Section 12.3 Reproduction

Participants or their affiliated licensees shall not reproduce any Service Compilation or any portion thereof except in the following limited circumstances.[(M)]

Participants or their affiliated licensees may reproduce from the Service Compilation, and distribute to prospective purchasers, a reasonable* number of single copies of property listing data contained in the Service Compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participant or their affiliated licensees, be interested.[(MO1)]

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.[(MO1)]

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.[(MO1)]

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm.(MO1)

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable(s), or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that the SERVICE or its Service has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.(MO1)

*It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term reasonable as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus reasonable in number, shall include, but are not limited to, the total number of listings in the Service compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.(M)

CHANGES IN RULES AND REGULATIONS

SECTION 14 CHANGES IN RULES AND REGULATIONS:

Amendments to the rules and regulations of the service shall be by consideration and approval of the Board of Managers of the multiple listing service.[(M)]

ARBITRATION OF DISPUTES

SECTION 15 ARBITRATION OF DISPUTES

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

- If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of REALTORS.
- If the disputants are members of different associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the _____ (state association of REALTORS®

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

SECTION 16 STANDARDS OF CONDUCT

Standard 16.1

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

Standard 16.2

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

Standard 16.3 – Deleted August 2024

This standard was removed by NAR and is retained for historical reference.

Standard 16.4

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

Standard 16.5

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

Standard 16.6

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

Standard 16.7

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

Standard 16.8

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

Standard 16.9

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

Standard 16.10

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

Standard 16.11 – Deleted August 2024

This standard was removed by NAR and is retained for historical reference.

Standard 16.12

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

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 16.13

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

Standard 16.14

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

Standard 16.15

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

Standard 16.16

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

Standard 16.17

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

Standard 16.18 – Deleted August 2024

This standard was removed by NAR and is retained for historical reference.

Standard 16.19

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

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 16.20

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

Standard 16.21 – Deleted August 2024

This standard was removed by NAR and is retained for historical reference.

Standard 16.22

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

Standard 16.23

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

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

Standard 16.24

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

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

Standard 16.25

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

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

INTERNET DATA EXCHANGE (IDX)

SECTION 18 IDX DEFINITION

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

Section 18.1 Authorization

Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants(MO1)

Section 18.2 Participation

Participation in IDX is available to all MLS Participants who are engaged in real estate brokerage and who consent to display of their listings by other Participants(MO3)

Section 18.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12)[(M)]

Section 18.2.2

Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12)[(M)]

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17)[(M)]

Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant. (Amended 11/21)[(M)] [34]

Section 18.2.5

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

Section 18.2.6

Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 5/12)[(M)]

Section 18.2.7

Any IDX Display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 05/12)[(M)]

Section 18.2.8

Any IDX display controlled by a Participant or Subscriber that a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 18.2.9, a Participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.[(M)]

Section 18.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12)[(M)]

Section 18.2.10

An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)[(M)]

Section 18.2.11

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

Section 18.2.12

All Listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.* (Amended 11/21)[(M)]

Section 18.3 Disclaimer of Liability; Copyright Notice. (NAR Section 19.17)

In any display or disclosure of MLS Listing Information (as that term is defined in Section 16.1(d) of these Rules), including oral disclosure and display on a VOW, a Participant shall include a notice indicating that the MLS Listing Information is deemed reliable but is not guaranteed accurate by the Service. The disclosure shall take the following form: “All information herein has not been verified and is not guaranteed. ©2025 Hive MLS” (The current year will replace “2025.”) A Participant’s display or disclosure may include other appropriate disclaimers necessary to protect the Participant and the Service from liability.

Section 18.4 Identification of Listing Firm and Subscriber. (NAR Section 19.18)

In any display or disclosure of MLS Listing Information (as that terms is defined in Section 16.1(d) of these Rules), including oral disclosure and display on a VOW, a Participant shall cause any listing that is displayed 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 listing data.

Section 18.5 Limit on Number of Listings Displayed. (NAR Section 19.19)

A Participant shall limit the number of listings that a customer, client, or consumer may view, retrieve, or download to not more than 500 current listings or fifty percent (50%) and not more than 500 sold listings in response to any inquiry, regardless of the medium by which the Participant responds to the inquiry, including oral disclosure and display on a VOW.

Section 18.6 Confidential Data Fields

A Participant shall not disclose to any consumer, whether orally, on a VOW or IDX web site, or via any other means, any of the following data fields, which the service has classified as confidential. The preceding sentence notwithstanding, a Participant may disclose the contents of any of these fields only to the extent, and only at the time, that the Code of Ethics or state or federal law gives rise to an obligation to do so. The following fields are confidential: Agent Remarks, Showing Instructions, Alarm, Appointment information.

Section 18.7 Limitations On Use Of Service Information (NAR Section 13)

Use of information from MLS compilation of current listing information, from Services' statistical report, or from any sold or comparable report of the Service for public mass-media advertising by a Service Participant or in other public representations, may not be prohibited.[(MO1)]

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 Service must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:[(MO1)]

Based on information from the Hive MLS LLC, for the period _____(date) through _____(date).(Amended 11/93) [(M)]

*The term "M.L.S. compilation" as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-lease binder, computer database, card file, or any other format whatever.

VIRTUAL OFFICE WEBSITES

Section 19.1 Definitions and Usage (NAR Section 19.1)

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

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

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

As used in **Section 19** of these rules, the term "MLS listing information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.(M)

Section 19.2

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

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

b) Except as otherwise provided in the VOW policy or in these rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.(M)

Section 19.3

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.

a) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
b) The Participant must obtain the name of and a valid e-mail address for each Registrant. The Participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
c) The Participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any e-mail address is associated with only one username and password.(M)

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

If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, e-mail address, 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.(M)

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:

a) that the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant

b) that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
c) 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
d) 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
e) that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database(M)

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

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

Section 19.4

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

Section 19.5

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

Section 19.6

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

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

Seller Opt-out Form

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

_____

Initials of Seller

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

Section 19.7

Subject to Subsection b), below, a Participant's VOW may allow third-parties:

a) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
b) to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.(M)

Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in Subsection a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.(M)

Section 19.8

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

Section 19.9

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

Section 19.10

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

Section 19.11

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

Section 19.12

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property.(M) 35

Section 19.13

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

Section 19.14

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

EXHIBIT 3 GUIDELINES FOR PHOTOS

MLS Rule Section 1

Photos are mandatory for every property type and must be entered during the same time frames described in Section 1 "Listing Procedures". The primary photo must be an exterior elevation view of the property and flagged as the primary photo within the Hive MLS. One of the first ten (10) photos shall be the best possible front elevation of the property as seen from the road (Board of Managers, 2019). With multifamily properties, this should show a photo of the exterior of the actual unit for sale. For a Land listing may be an aerial view or a Plat Map. Where the MLS number has more than one property listed (see Section 1.8 Listing Multiple Unit Properties), the first photo must be of one of the actual properties listed. The requirements of this paragraph shall not apply where a seller expressly directs that photographs of their property not appear in MLS compilations, provided the MLS Participant shall furnish a copy of the seller's request to the Service.

No photo or virtual tour entered, or linked to, or from the service shall display;

- any for sale or for lease sign.
- no text except the specific allowances noted below.
- any information that identifies the Subscriber or the company.

- any business card images or the like.

The photo may display only physical characteristics of the subject property and its immediate vicinity; it may not include any link to any location on the web. Specific marking on photos submitted may include text and symbols for clarification. Photos using picture in a picture are allowed. The MLS Staff is authorized to remove any photo or virtual tour from the MLS that is not in compliance with these rules.[44]

EXISTING STRUCTURES

Submit an exterior elevation photo (See Section 1 above)

UNDER CONSTRUCTION

- If the exterior is incomplete, Submit a rendering, a community logo, or a picture of the entrance to the subdivision.
- Put the year the house will be finished in the Year Built field
- Once the property is locked by the builder and the exterior is complete, you will need to:
- Upload An exterior elevation photo (See Section 1). (More is better)

Modify data fields as appropriate (measure the house, verify room dimensions, etc.)

REMOVAL OF PHOTOS FROM THE MLS

Photos (and attached documents) are necessary for the purpose of valuations, analysis and appraisals which is one of the NAR key definitions of the purpose and intent of the MLS and may not be removed. Removing photos from a listing (or requesting Association Staff to) as a method to prevent other agents from copying them, or for any purpose other than to update, replace or remove no longer applicable content, is prohibited. Copying photos and documents without listing agent approval is a violation of copyright law and Hive MLS Rules & Regulations and should be reported to the MLS immediately.[36]

VIRTUAL STAGING:

Virtually staged photos must be identified in the Marketing/Public Remarks and by either text on the photo or in its description.

EXHIBIT 4 IDX INTERNET DATA EXCHANGE COMPANY WEBSITES USING MLS DATA

Section 1. Definitions:

a) **"Internet Data Exchange"** or "IDX" affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings, subject to the requirements of these Rules.

b) **"IDX Database"** is the current aggregate compilation of all active listings of all IDX Participants except those listings where the seller or listing broker has opted out of Internet publication by so indicating on the listing contract or the MLS system. The listing broker must indicate "N" to the "Advertising by Other Firm Websites?" prompt during MLS data entry to exclude a listing. Additionally, "IDX2" contains twelve (12) months of sold listing.

c) **"Affiliated Subscribers"** about a given Participant, are those non-principal licensees affiliated with Participant's office.

Section 2. Participation Presumed:

The Service will presume that each Participant in the Service is an IDX Participant unless the Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

Participation in IDX is available to all MLS Participants engaged in real estate brokerage who consent to display of their listings by other Participants.

Section 3. Publication Permitted:

An IDX Participant may republish all or a portion of the IDX Database on the Internet, or frame the Service's search page, in accordance with the provisions of these Rules and in keeping with any policies that the Service may adopt from time to time. Unless expressly contravened by the provisions of this Exhibit 4, all other rules and regulations remain in full force and effect.

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.*

* 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.

Section 4. Required and Prohibited Fields and Records:

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g., showing instructions, property security information, etc.) may not be displayed. The Service's Board of Managers may amend the lists of required and prohibited fields in its discretion as part of the Service's operating policies.[37]

Section 5. Frequency of Updates:

Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every twelve (12) hours. The IDX Participant's IDX web site must indicate the date and time of the last update of data.

Section 6. Modification of Listings:

An IDX Participant may not modify or manipulate information relating to another Participant's listing. (This is not a limitation on the design of the site but refers to changes to actual data.)

Section 7. Additional Functions and Content:

An IDX Participant may, subject to the requirements of Sections 9 and 10, display generic links or "buttons" (such as "Map" or "Tax Info") on listings of other Participants. If the IDX Participant displays data from other sources, such as property tax records, sales histories, etc., that data must be segregated on the page from the other IDX Participants' listings and its source clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

Section 8. Displays:

a) A display of another Participant's listing may not include any contact information or branding of the IDX Participant who owns the web site, any of its Affiliated Subscribers, or any third party in the body of the listing. The body is defined as the rectangular space the borders of which are delimited by the utmost extent in each direction of the listing text and photo data. The display must show the actual status, i.e., Active, Active Due Diligence, Active SS Contract, etc.

b) If the Participant displays the listings of other IDX Participants in "one-line," "brief," or "thumbnail" formats, it must be possible for the consumer to reach a detailed display of the listing from the thumbnail display.

c) A display of listing records may be sorted so that listings of the IDX Participant on whose web site they are displayed appear first.

d) Every display of another Participant's listing must bear the Service's approved IDX icon immediately adjacent to the property information. Every detailed display of another Participant's listing must bear the listing broker Participant's firm name. Each of these required items must be in a reasonably prominent location, in a reasonably visible and legible type face and color to a site visitor, e.g., no tiny text or gray text on gray background. Text must appear in a type size equal to the median size used for listing data on the page.

e) Any IDX site that

   i. allows third-parties to write comments or reviews about listings or displays a hyperlink to such comments or reviews in immediate conjunction with listings, or

   ii. 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 features disabled or discontinued on all Participants' websites. Except for the foregoing and subject to paragraph (f), a Participant's IDX site may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a feature has been disabled at the request of the seller. (Adopted 11/09)

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

g) Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Adopted 11/09)

h) IDX Participants are advised to review local Real Estate Commission articles and rules on advertising to ensure compliance with state law.

Section 9. Disclosure/Disclaimer Required.

All listings displayed pursuant to IDX must indicate that the Service is the source of the listing and display the following disclosure/disclaimer: "The data relating to real estate on this web site comes in part from the Internet Data Exchange program of Hive MLS, and is updated as of _____ (date/time). All information is deemed reliable but not guaranteed and should be independently verified. All properties are subject to prior sale, change, or withdrawal. Neither listing broker(s) nor [name of IDX Participant's firm] shall be responsible for any typographical errors, misinformation, or misprints, and shall be held totally harmless from any damages arising from reliance upon these data. © 20xx Hive MLS LLC" 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.

Section 10. Participant Control and Branding:

Any website that displays any portion of the IDX Database must be under the actual and apparent control of a single Participant who is an IDX Participant and must be advertised as that IDX Participant's web site. Actual control means that the IDX Participant has either built the web site for its own use with internal resources or obtained technology for the web site under an agreement with a third party that provides the IDX Participant final say over how the web site is operated. Apparent control means that a reasonable consumer viewing the site would conclude that it is under the control of the IDX Participant. The Service interprets the following as evidence of apparent control: that the IDX Participant's branding is more prominent than that of any other entity and that the domain name and branding on the site distinguish the IDX Participant from non-participating offices in the same firm and from other franchisees of the same franchise, if applicable. The IDX Participant shall include firm branding on any page of its web site displaying any portion of the IDX Database or where visitors may initiate a search that may display any portion of the IDX Database, including pages framed by an Affiliated Subscriber's web site. The Participant's branding shall appear at the top of the page and shall consist at a minimum of the brokerage firm's full name with all text displayed at least 10 points high, and with a hyperlink from the broker's name or logo to the broker's home page. Brokerage firm name here means the full name of the firm as registered with the Service (e.g., "Century 21" or "RE/MAX" is not enough; it must include the entire firm name). In the case of multi-office firms, the branding must be displayed in such a way as to make it clear to a reasonable consumer that it is the Service's participating office(s) that provide the data for the web-site.

Section 11 Internet Data Exchange (IDX)

Section 11.1.1

Intent to Establish IDX. Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 11.1.2

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

Section 11.1.3

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

Section 11.1.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency).[38] Selection of listings displayed through IDX must be independently made by each Participant. If an IDX Participant displays less than all the records in the IDX Database, the Participant's web site must include a disclosure to consumers of the basis upon which listings are excluded.

Section 11.1.5

Except as provided elsewhere in the IDX policy and these rules and regulations, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. The Service will assess a fine for each such disclosure, not to exceed $5,000; this fine is not in lieu of any other remedies that may be available to the Service at law.

Section 11.1.6

Any IDX display controlled by a Participant or Subscriber that:

a) Allows third-parties to write comments or reviews about listings or displays a hyperlink to such comments or reviews in immediate conjunction with listings, or,

b) Displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to paragraph 9, a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a feature has been disabled at the request of the seller.

Section 12.1 Security Protection

Participants are required to employ appropriate security protection such as firewalls on their websites and displays, if any security measures required may not be greater than those employed by the MLS.

Section 12.1.2 Audit Trail

The IDX Participant shall maintain for a period of six months an audit trail of consumer activity on the Participant's website and make that information available to the Service if the Service believes the Participant's IDX site has caused or permitted a breach in the security of the data or a violation of Rules related to use by consumers.

Section 13 Suspicious Activity Reported

If an IDX Participant suspects "scraping" of the data or any other wrongful activity has occurred, the Participant must report the suspicion and any evidence to the Service immediately for investigation and action.

Section 14 Compliance with Rules

An IDX Participant must make changes to an Internet site necessary to cure a violation of these Rules within three business days of notice from the Service of the violation.

Section 15 Co-Mingling

The IDX Database may be co-mingled only with listing data content from other multiple listing services; any other kind of listing content must be accessed via a separate search on other pages of the Participant's web site. "Co-mingling" is the provision of the ability for a visitor to the site to execute a single search that searches any portion of the IDX Database at the same time it searches listing data from any other source; or the display on a single web page of any portion of the IDX Database and listing data from any other source. 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.

Section 16 Third Party Contractors

Any IDX Participant using a third party to develop or design its web site must have a written agreement with the Service and that third party in the form prescribed by Service.

Section 17 Non-principal brokers and sales licensees affiliated with IDX Participants

Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation. Non-principal licensee web sites may display IDX listings only subject to an agreement prescribed by the Service among the Service, the IDX Participant with whom/which the non-principal licensee is affiliated, and the IDX web site vendor. All such displays are subject to these rules, including without limitation, rules applicable to IDX Participant control and branding. IDX Participants may operate multiple web sites displaying the IDX Database, each of which meets the requirements of these rules applicable to Participant control and branding, but which give the appearance of being web sites jointly branded by the IDX Participant and one or more of its non-principal licensees.

Section 18 Licensee Sites

All non-principal licensee web sites must 'frame' or 'gateway' to the IDX Participant's web site to display IDX listings. Affiliated Subscribers' sites may frame the IDX Participant's site only subject to an agreement prescribed by the Service among the IDX Participant, the Affiliated Subscriber, the IDX site vendor, and the Service; and all such displays are subject to these Rules, including without limitation Section 11.

Section 19 Limited Use Statement; End-user Licensing Agreement

Any IDX Participant's web site displaying another Participant's listing shall indicate that it is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties they may be interested in purchasing. Before displaying any of the IDX Database, the IDX Participant's web site must require a visitor to agree to an end-user license agreement in the form prescribed by the Service, if any.

Section 20 Costs paid by Participant

Costs incurred by the Service in providing the IDX Database and other IDX Services to a Participant, its Subscriber Affiliates, or its vendor, shall be paid by the Participant. The Service's Board of Managers may amend the fees the Service charges, if any, for IDX Services in its sole discretion upon notice to Participants.

EXHIBIT 5 WORKING WITH OFFICE EXCLUSIVE LISTINGS IN HIVE MLS

1) **Hive MLS Service:** Hive MLS, LLC **("Hive MLS")** maintains a multiple listing service (MLS) database for the benefit of its Participants and Subscribers. Hive MLS rules require Participants to enter listings taken on exclusive right to sell contracts or exclusive agency forms in the MLS database. Benefits of entry in the Hive MLS database may include:
    a. Your listing is accessible to thousands of real estate brokers in the Hive MLS market who can assist in the sale of your property
    b. Hive MLS property exposure may help to sell your property at the best price
    c. Real estate brokers are able to display your listing on more than 1,000 public websites (if permitted by Seller) that potential buyers use to search for properties

2) **Seller Acknowledgements:** Seller acknowledges the following:
The listing broker/agent has fully informed me of the benefits available to me via Hive MLS.
    a. My property will **not** be visible via the MLS database to other MLS Participants and Subscribers who are searching for available properties.
    b. My property will **not** be included in Hive MLS's distribution of for sale properties to real estate websites (such as Zillow, Realtor.com, Homes.com, etc.) that are used by the general public to search for properties for sale.
    c. My property will not have showing appointments scheduled through Hive MLS's showing services that notify Sellers of showing requests and gathers showing feedback for sellers (when it is provided).
    d. I am fully aware that I am entitled to have my property entered into the MLS database and that entry of my property can only be withheld from the MLS at my written request.

NOTE: If Public Marketing occurs, this will result in the listing being placed as Active in the MLS. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays, social media, digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

By signing below, Seller(s) certifies that Seller has read and understands this form, and Agent and Broker certify that they have described the benefits of the Hive MLS service to Seller.

Seller:_____// _____// _____

Signature Print Name Date

Seller:_____//_____//_____

Signature Print Name Date

Agent:_____// _____// _____

Signature Print Name Date

Broker:_____//_____// _____

Signature Print Name Date

REV. 10/21/24

EXHIBIT 7 DEFINITIONS

Definitions and Explanations of Data Fields (currently being redone)

TERM	FIELD LABEL	DEFINITION
# of Bedrooms		Must meet the following criteria: 1. Must be included in the Primary Living Area 2. At least half the room must have ceiling height of 7 feet 3. Must have interior and exterior egress (Windows/Doors) that meet regulatory requirement 4. Must have enough space to accommodate a twin bed 5. Cannot have more bedrooms than the septic permit allows ***NOTE:*** *Bedrooms not in Primary Living Area should be added to the Separate Living Spaces field.*[40]
Active		See Section 1.1.19 The property is available for sale
Additional Quarters Detached	Separate Living Spcs	Separate living quarters. ***NOTE:*** *Caution should be exercised to determine whether such quarters are permissible under current zoning, whether grandfathered and, if substantially destroyed, whether it could be rebuilt.*
Advertising Remarks	Advertising Remarks	See Section 1.1.13 Remarks
Agent ID	Login Name	Enter NRDS number of any agent firm chooses
Agent Interest	Broker Owner: "Yes" or "No"	Where agent has an ownership, interest chose "Yes" otherwise, choose "No"

TERM	FIELD LABEL	DEFINITION
Agent Remarks	Agent Remarks	See Section 1.1.13 Remarks
Alarm	Security System found in Details Tab under Interior Features	Property has a security system. If one is installed but inoperable, place information in a Public Remarks field.
Appliances		Any fixture or personal property appliance that will convey. If any will not convey DO NOT include in this field.
Appt Contact Name	Appointment Contact Name	Who to contact when scheduling an appointment.
Assoc Information	HOA="Yes" "No"	The HOA management company's name. If there is not one, enter "None"
Assoc Management	HOA Company	When more than one HOA management company, enter name here.
Assoc Management Phone	HOA Phone	Telephone number of the 1st HOA company. If none, enter "None"
Association Fees Include		Only select amenities that are INCLUDED the HOA dues such as pool, tennis court, etc. ***NOTE:*** *Other neighborhood amenities NOT included in HOA dues must be included in the Neighborhood Amenities field.*
Attic	Attic	Table field that describes the kind of access, if any.
Auction	Auction	If the property is subject to an auction agreement with the seller, choose "Yes"

TERM	FIELD LABEL	DEFINITION
Bathroom - Full	# Baths - Full	A bathroom that has a sink, toilet, and shower, tub or shower/tub combination
Bathroom - Half	# Baths - Half	A bathroom that has a sink and toilet but No shower, tub or shower/tub combination
Boat slip Length	Boat Slip Length	The distance from the shore end of the boat slip to its terminus at the water. Please consider scanning appropriate documents and attaching them to the listing. Where the slip runs parallel to the shore enter the longer measurement here. ***NOTE**: If subject to a CAMA permit, you might want to scan a copy and attach it to the listing. If subject to a CAMA permit and none exists, you will want to speak to an attorney.*
Boat Slip Ownership Type	Assigned	Slip ownership is typically associated with a community dock that has boat slips assigned to each lot or residence in the neighborhood. Slips are typically attached to a master parcel (lot). The boat slip USUALLY has to convey simultaneously when the master property is sold. The boat slip typically has a combined deed with the master property and the deed specifies which slip number is owned by the lot owner. (Assigned slip example: Gray Gables and Edgewater communities off Airlie Road, *Turtle Hall, *Charleston Landing at Windy Hills) *unless the property has its own private pier and dock

TERM	FIELD LABEL	DEFINITION
Boat Slip Ownership Type	Certificate	Ownership is in the form of a "Certificate of Membership" rather than a deed. The Membership Certificate specifies which boat slip the holder is entitled to use. The member may typically sell the certificate to another party or back to the Membership at Large, which in effect transfers or conveys the slip to another party. (Membership Certificate boat slip examples: Bradley Creek Marina & Boataminium, Atlantic Yacht Club) Membership Certificates are not considered real property although they control the use of the boat slip.
Boat Slip Ownership Type	Deeded	Deeded boat slips convey similar to most other real property. The boat slip can be purchased without other property being attached. For reference, most deeded slips typically are assessed an individual property tax invoice. (Deeded slip examples: Harbour Village Marina in Hampstead, SeaPath Yacht Club, Inlet Watch Yacht Club, Masonboro Yacht Club, South Harbour Village Marina in Southport.
Boat slip Width	Boat Slip Width	The distance from the right side of the boat slip to the left side of the boat slip. Please consider scanning appropriate documents and attaching them to the listing. Where the slip runs parallel to the shore enter the shorter measurement here. ***NOTE:*** *If subject to a CAMA permit, you might want to scan a copy and attach it to the listing. If subject to a CAMA permit and none exists, you will want to speak to an attorney.*

TERM	FIELD LABEL	DEFINITION
Bonus Room	Bonus	Any room that cannot be described by another choice in the table values
Breakfast Nook	Breakfast Nook	A separate room adjacent to or partition-wall area in the kitchen.
Building Style	Style	Choose a value that describes the style of the house
Buyer Agents	Buyers Agent	The cooperating broker who has a signed agency agreement with the buyer
Cable Avail.	Cable	If there is a cable TV connection at the slip, please choose **Yes**; otherwise, choose **No**
Carport Spaces Attached	Attached Carport Spaces	A carport that is joined to the house. Enter a number that explains the number of cars that may be parked under the carport
City	City	Select the city matching either the physical or mailing address of the property. If the city is not listed, request that it be added by using this link: New City
Closing Date		The Date the Sale has been Recorded at the Register of Deeds. Or the Date a Lease or Lease w/ Purchase Option agreement has been executed. See Section 1.1.19.[41]
Co-Agent ID	Co-Agent ID	Enter NRDS number of any agent firm chooses
Co-Agent Interest		Where co-agent has an ownership, interest chose "Yes" otherwise, choose "No"

TERM	FIELD LABEL	DEFINITION
Coming Soon	Coming Soon	See Section 1.1.19 and Section 1.1.2 Where seller has requested a future date to begin the Marketing of the listing. Delaying Marketing up to 30 days from the List date
Co-Office ID		This field agrees with the co-agent field. It is the office where the co-agent works
Community Complex		This field describes the PUD, subdivision or general location of the property
Condo-Modular	Condominium	A condominium where the dwelling consists of a series of rooms or units (modules) constructed and inspected off-site in accordance with the State Building Code, transported to its ultimate site, and assembled on a permanent foundation.
Condo-Stick built	Condominium	A condominium where the construction is stick built as opposed to modular. ***NOTE:*** *Poured concrete would likely be stick built while concrete units hoisted into position would be modular.*
Confirmed Special Assessment	Special Assessments	Where the property is encumbered by a Confirmed Special Assessment, you are required to specify the type and amount.
Construction	New Construction=yes or no	**Existing**= a previously occupied home; **New**= a home that has never been occupied; **Proposed**= no construction has started; **Under construction**= not locked by the builder

TERM	FIELD LABEL	DEFINITION
Cooled Areas		Describes the areas of the house that where ductwork exists to air condition the property. Where a window or through-the-wall air conditioner will remain with the property you may also use this field.
Cooling		Describe the air conditioning source
County		The county in which the property is located
Covered Parking		Parking facility that provides shelter for vehicles
Cumulative DOM	CDOM	Cumulative Days on Market. The number of days calculated from the listing date until the property status is changed to pending even though the property is listed by multiple firms. CDOM restarts when the status is Cancelled or Expired for > 30 days.
Deed Book		The county deed book where the current owner's deed is recorded ***NOTE:*** *Some old deed books have both numbers and letters. The field only accepts numbers. Place the exact deed book reference in a Remark field.*
Deed Page		The page number of the county deed book where the current owner's deed is recorded

TERM	FIELD LABEL	DEFINITION
Dining Room		Chose a value that describes the location of the dining room: **Formal** indicates that it is a separate room with at least three walls; **Kitchen** indicates that there is no formal dining room
Dining Room Type-Combination		A room for dining that adjoins any other room and that has direct access to the kitchen.
Direction		A direction that appears before the name of the street, such as "**South** 17th Street" The street name is 17th but the **modifier** is "South"
Directions to Property		Start from a point on a map and describe the direction you are traveling (north, south, east, west); then the turns would be described as "turn right" or "turn left". It is not sufficient to say use “Google or GPS” it.
DOM		**Days on Market** calculated by subtracting the listing date from the pending date. MLS adds one day from the date of the listing agreement until the property status= Pending.
Due Diligence Period End Date		The date in the contract except where the status is not an exact date, but triggered by an event, such as "...14 days after Lienholders' Approval", enter any future date. When the MLS reminds you of the approaching DDP End Date, revise it again to reflect another future date. Revise the listing to the correct date upon the event occurrence.

TERM	FIELD LABEL	DEFINITION
Duplicate Listings		Multiple listings that contain the same property address OR Tax Identifier number and are entered into the service as a Parent/Child Listing.
Duty Agent		A confidential data field that may only be viewed with in the firm
Duty Agent Information		A confidential data field that may only be viewed with in the firm
Eff. Average Square Footage		**Eff. = Efficiency:** a small apartment consisting of one room that includes kitchen facilities and a separate bathroom
Enclosed Porch		A porch with walls.
Environmental Hazard		Match the Residential Property Disclosure. Where the owner has indicated **No Representations**, all existing hazards must be noted.
Exclusive Agency		See Section 1 The Exclusive Agency listing means a contractual agreement between the seller(s) and the listing Participant that grants the Participant exclusive authorization to market the property to the public as the seller's agent, but also reserves to the seller(s) the general right to sell the property on an unlimited or restrictive basis.[42]
Exclusive Agency Limited Service		See Section 1.2.2 and Exclusive Agency above

TERM	FIELD LABEL	DEFINITION
Exclusive Agency MLS Only		See Section 1.2.3 and Exclusive Agency above
Exclusive Right to Lease		The property is subject to an agreement with the seller to either list the property for lease or an agreement to procure the tenant.
Exclusive Right To Sell Limited Service		See Section 1.2.2 and Exclusive Right to Sell (below)
Exclusive Right to Sell with Reservations		The exclusive right-to-sell listing with Reservations is identical to the Exclusive Right to Sell (below) except the seller has specified within the listing agreement that if the property is sold to a particular buyer(s) then the seller is NOT obligated to pay a fee to the listing broker. **Cooperating brokers should always call the listing broker to discover which buyer(s) are "reserved."**
Exclusive Right To Sell MLS Entry Only		See Section 1.2.3 and Exclusive Right To Sell (above)
Exclusive Right To Sell	Excl Right to Sell	See Section 1 The Exclusive Right-to-Sell listing means a contractual agreement between the seller(s) and listing Participant that grants the Participant exclusive authorization to market the property to the public as the seller's agent.[43]
Existing		A construction field value where the property has been previously occupied
Expiration Date		Ending date on the listing contract

TERM	FIELD LABEL	DEFINITION
Expired		See Section 1.1.19
Exterior Elevation Photo		See Section 1 and Exhibit 3 The primary photo must be an exterior elevation view of the property and flagged as such in the MLS system.[44]
Exterior Finish		Choose values that describe the exterior finish of the house
Extras		Choose values that describe amenities
Family Room/Den		A room separate from a formal living room intended for informal living
Fencing		The disclosure of the type of fencing does NOT indicate ownership. Fencing which encloses a property fully or partially only indicates the fact that there is a fence. Brokers should be careful to distinguish this fact when making a representation to a potential buyer. Buyers and sellers should be encouraged to have a property surveyed to determine if there are ANY encroachments.
Fin Room Over Garage		A room over a garage that meets the definition for a finished room under the Square Footage Guidelines
Fireplaces		Enter the number of fireplaces. When the listing agency is aware that one or more are non-working, an appropriate disclosure should be made in Public Remarks
Fixtures Exception		Enter fixtures the Seller will NOT convey.

TERM	FIELD LABEL	DEFINITION
Flooring		Choose a value(s) which describes the type of flooring found in the house
Florida Room		A room where the majority of the walls are glass.
Foyer		Do NOT include a foyer in room.[45] The primary entry area described by length and breadth.
Fractional Ownership		Fractional ownership simply means the division of any asset into portions or shares. Title to the property by deed can be legally divided into shares. In certain instances, this is done by creating a "mezzanine structure", i.e., creating a company which owns the property then allowing multiple owners or investors to own shares in the company. Those shares can then be purchased and owned by more than one individual. The reasons for a "mezzanine structure" can vary. Two common reasons are to allow transfer of shares without the need to reflect changes on the title or deed to the property, and for tax benefits. (distinguished from timeshare which is use of a unit of real property for a stated period [see Timeshare])
Fuel Tank		An owned or leased container of either oil, propane or gasoline
Fully Furnished		This indicates that the real property has furniture and kitchen items (pots, pans, utensils, cutlery, dishes, etc.). It also indicates that the furnishings are included in the purchase price. To include them in the purchase price consult an attorney.

TERM	FIELD LABEL	DEFINITION
Game Room		A room designed or used for large item amusements (pool table, air hockey, etc).
Garage (#) Spaces Attached		Identify the number of cars that may be parked
Garage Apartment		A separate unit that is legally permitted containing at least an efficiency unit. Caution must be exercised to discover whether it is grandfathered and, if destroyed entirely or partially, whether it may be rebuilt.
Great Room		The term great room denotes a room space within an abode which combines the specific functions of several more traditional rooms (e.g., the family room, the living room, kitchen, dining, study, etc.) into one unified space.
Gross Annual Income		Total income before any expenses
Heat Source		Identify the types of fuel used to heat the house.
Heated Areas		Either Living Quarters and/or Other
Heated SqFt		Measure, calculate and disclose per MLS adopted Residential Square Footage Guidelines
High Speed Avail.		If there is a high-speed cable connection at the boat slip, please choose Yes; otherwise, choose No

TERM	FIELD LABEL	DEFINITION
Historically Designated Property		Real property that has been designated as such and has been identified by or is on a registry of an entity such as: **National Register of Historic Places, Preservation NC, NC Office of Archives and History**, or a municipality, etc. When a property is designated as such, the listing broker must include a document which provides specific information for dissemination to cooperating brokers.[46]
Historic District		A historically significant area that has been designated as such by a municipality, county, state, or by the U. S. government.[46]
Hold		The listing contract remains in force between the listing broker and the seller but is off market temporarily.[47]
Home Office		An area which an occupant may use for business purposes. This field does NOT indicate that the current zoning permits the resident to conduct business at this location.
Home Theatre		A wired and/or designed room enhancing the experience of watching movies, TV, etc.
IDX		Internet Data Exchange: By checking "Yes" in the box, the Participant is disclosing that the seller has authorized the listing to be displayed on the Internet and the MLS Participant is granting authority to other brokers to advertise the listing on the Internet pursuant to the MLS Rules.
Income Producing		If the leased property produces a positive cash flow (income minus expenses), choose Y

TERM	FIELD LABEL	DEFINITION
Keeping Room		A room in certain southern styled houses where guests are greeted and kept.
KeyBox on Property		**Yes**, means a KeyBox is on the property; No means, there is no KeyBox.
KeyBox Serial #		A numeric code assigned to a KeyBox
Kitchen		A room where meals are prepared.
Land Dimensions		The first dimension should be the street dimension. Please add the remaining lines in a clockwise manner. Please show as many line lengths as possible
Laundry Room		If it is included in the rooms count, it must be identified in the Additional Rooms field.
Leased/Rented (status)		This status should be used to indicate that a rental property is now leased (rented).
Legal Description		Deed book and page number; plat book, page and lot number. If metes and bounds, attach document to listing and indicate: "Document Attached"
Lender Conditions		Choose the appropriate value: Potential Short Sale, Corporate Owned, Neither

TERM	FIELD LABEL	DEFINITION
Levels		Enter an appropriate number such as: 1, 1.5, 2, 2.5, etc. **EXAMPLE:** A "cape code" style house is a 1.5. For condominiums, you will indicate the "floor" it is one, such as "4" for fourth floor, and if the condominium has more than one level within it, then this field would indicate the number of levels.
Library Room		A room with built-in shelving for books
Listing Date		The effective date of the listing agreement
Listing Price		Full gross listing price.
Living Room		A formal room distinguished from a great room
Location		Choose up to 6 entries.
Lot Dimensions how is this different from Land Dimensions?		Please enter with numbers then "x" starting with the right corner of the lot at the street; going clockwise around the property. The first numbers would be the street frontage. **EXAMPLE:** 135x90x143x95-where 135 is the street frontage; 90 left lot line.
Lot Size		Expressed as either acres or square footage
Lot Water Features		Choose appropriate value if applicable. ***NOTE:*** *Ocean Front means that the building fronts on the beach.*
Manufactured		

TERM	FIELD LABEL	DEFINITION
Manufactured Type and Serial Number 1 and Serial Number 2		Double-Wide, Single-Wide; Other; Once the "type" is completed, complete Serial Number 1 for Single-Wide and both Serial Number 1 and Serial Number 2 for Double-Wide.
Marketing City		This field may be used to indicate an incorporated or unincorporated area that is different from the US Postal Service's assigned city which is part of the mailing address. Do NOT use this field when completing the OTP&C which requires the mailing address. **EXAMPLE:** City of Mailing Address=Hampstead but the property is in Scots Hill area. Marketing City may be Scots Hill.
Master Bedroom		Usually the largest bedroom in the home often having a private bathroom
Monthly Association Fee (Optional)		If there are optional HOA Monthly fees for additional services or access to facilities, place the total amount of monthly **optional** expense in this field.
Monthly Association Fee (Required)		The total monthly expense for mandatory HOA fees
Modular Home		A modular home is a dwelling consisting of a series of rooms or units (modules) constructed and inspected off-site then transported to its ultimate site and assembled on a permanent foundation.
Mud Room		A room adjoining an entrance.

TERM	FIELD LABEL	DEFINITION
Municipal		City, county, town or other legally incorporated entity
Music Room		A room the owner uses to display and use musical instruments
Neighborhood Amenities		Only select amenities that are contained within the Neighborhood. Where an HOA is paying for the amenities, please include them under Association Fee Includes field.
Net Operating Income		Gross Annual Income Less Annual Expenses (including depreciation)
New		See Exhibit 3 Where the property has never been occupied, is locked by the builder, and the exterior is complete, change the Construction Status field from **Under Construction to New**. If the property has been occupied, use "Existing."
Non-Public Remarks		Also, understood as "agent only remarks" which information is for other agents.
Nursery		Describes a room no smaller than 8 X 6 and is usually adjacent to the master bedroom
Off-street Parking		Parking available on street(s) near but not in front of the unit(s)
Office ID		The nine-digit NRDS numbers assigned by NAR to each office
On site well		Indicating that the well is located within the legal description of the property being offered for sale

TERM	FIELD LABEL	DEFINITION
On-site Parking		Parking area on the property at which the unit(s) is located
On-street Parking		Parking available on the street in front of the unit(s)
Owner Name		Full Name (First, Last, Suffix) of the person(s), corporation or legal entity who will sign the deed transferring ownership. When the seller of a property does not hold title, but has a contract to receive title on the property, the Participant must put "Seller not owner of record" in the owner name field.
Owner pays		Choose all that apply
Owner Phone		Telephone number of the person(s) when the listing company/agent or eShowings is unavailable
Ownership		Choose the correct field to indicate the length of time the owner has held title.
Ownership Type		Anytime personal property is going to be conveyed, the consumer must clearly understand what they are receiving. Do not use standard real estate forms when conveying personal property. Refer the parties to their own attorney. ***INVESTIGATE**: A boat slip may convey by itself (separately deeded); but slip may also be assigned or not be real property.*

TERM	FIELD LABEL	DEFINITION
Pantry		A closet adjacent to the kitchen. If it is larger than 8 X 6, you may include it in the room count **but you must identify it in the Additional Room field**.
Parking		Enter up to 6 entries.
Partially Floored		Attic has some flooring creating storage area
Pending		The listing is under contract, showings are no longer being sought and backup offers are not being solicited.[47]
Pending with Showings		The listing is under contract but is still available for showing, and backup offers are being solicited[47] (DOM Continues Count)[48]
Pets Allowed		The landlord will permit tenants to have pets. ***NOTE:*** *There may be a deposit required!*
Phone Service Avail.		If there is a land-line phone connection at the slip, please choose Yes; otherwise, choose No
Photos		Photos may be uploaded to the MLS
PID		A number assigned by the county. It may be a geo code.
PIN Number		A number usually assigned by the county tax office. This number is required for data entry. When the county has not assigned a PIN, enter one random number in the first field.

TERM	FIELD LABEL	DEFINITION
Playroom		A large room often adjacent to children's bedrooms
Pool		A swimming pool: In ground and above ground indicate that it exists within the legal description. Community means that it is part of the HOA (see Association Fee Includes). If there is a neighborhood pool where additional fees apply, use the "pool" field under Neighborhood Amenities
Possession		Indicate when the seller will grant possession
Post Direction		A compass point that appears after the street name field
Potential Short Sale		See Section 5.5
Primary Road Frontage		The length of the road in front of the structure
Proposed		Proposed indicates that there is currently no structure on the property. Once construction commences, choose Under Construction.
Public Ad Copy		Field includes in RETS that allows vendors to obtain ad copy for their publication.
Public Remarks		Additional information that appears when the property is displayed on the Internet or printed report(s)

TERM	FIELD LABEL	DEFINITION
Public Remarks		Public Remarks are used to describe the property and identify anything unusual about the property. Will be sent to IDX, National Websites, and Consumers. No agent or company information such as phone numbers, hyperlinks to websites (unless the hyperlink goes to the HOA, HomeSteps.com; HomePath.com, HUDHomestore.com, homesearch.com and/or Auction.com), Talking Ads, email addresses, open house information, etc.[49]
Publish to Internet		When answered Yes--the listing is eligible for IDX, VOW, REALTOR.com and syndication. When answered No--the listing may not be displayed anywhere on the Internet.
Quadraplex		A four-unit multifamily dwelling
REALTOR.com		Yes=the listing will be sent; No=the listing will not be sent
REO		When identified as "Y" the definition will be a lending institution now owns the property (this does NOT apply to relocation or third-party ownership). Lending institutions may own property that has not gone through a foreclosure. Should an agent need to define the ownership to exclude foreclosure, they may use the Non-Public Remarks to identify other types of sales. An example would be: Estate Sale or Trust Sale. When marked, "N" a lending institution does not own the property. This field continues to be mandatory.

TERM	FIELD LABEL	DEFINITION
Road		Choose the appropriate value(s). You may choose up to 4.
Roof		Choose the appropriate value(s). You may choose up to 6.
Room Dimensions		Not required for Rentals
Room Size		When you measure the room, exclude closet area. Enter by length and width rounded to two decimals. ***NOTE:*** *Not required for Rentals--see Rental Worksheet*
Rooming House		A residential house converted and properly zoned to permit the landlord to rent individual rooms.
Rooms (#)		The number of rooms must be identified with specific values. ***NOTE:*** *# of Rooms means the rooms in the primary living area only and shall not include other areas.*[45, 55] **EXAMPLE:** If the listing shows 10 rooms, the number of bedrooms, the living, dining, kitchen plus the remaining rooms using the Additional Rooms field must equal that number. You may not say the number of rooms equals 9 but only identify 8 rooms.) Bathrooms and foyers may not be included in the count of the number of rooms.

TERM	FIELD LABEL	DEFINITION
School District		The school district current to data entry. Caution: Listing data must be kept current. However, where the consumer has identified school district as a deciding factor for purchase, agents should check the information prior to writing an offer.
Secondary road Frontage		If the lot has multiple adjacent roads, enter the length of the next smaller road after the primary road frontage
Seller Concessions		The amount of money the Seller paid to or on behalf of the Buyer. The HUD Settlement statement must reflect all such moneys.
Seller Home Warranty		Choose “Y” when the seller will pay for a home warranty. In the text box you must enter both the warranty company and the dollar amount.
Septic		A waste disposal system. Where the septic tank is NOT contained within the legal description appropriate information must be entered the Public Remarks.
Sewing Room		Describes a room that the current owner uses for display and use of sewing equipment.
Shackle Code		The digits which when entered will open the shackle on a KeyBox
Shore Power		If there is an electrical connection at the slip, please choose Yes; otherwise, choose No

TERM	FIELD LABEL	DEFINITION
Show Address on Internet		When "Yes" is chosen, the address will display on client reports. When "No" is chosen, the address will not display on client reports.
Show Address on VOW		When "Yes" is chosen, the address will display. When "No" is chosen, the address will not display.
Show Address to Clients		When "Yes" is chosen, the address will display on client reports. When "No" is chosen, the address will not display on client reports.
Show AVM on VOW		When "Yes" is chosen, the VOW may associate an appraisal valuation module near the listing. When "No" is chosen, the VOW may not associate an appraisal valuation module near the listing.
Show Comments on VOW		When "Yes" is chosen, the VOW may allow third party comments to appear near the listing. When "No" is chosen, the VOW may not allow third party comments to appear near the listing.
Showing Instructions		For the Text input: Any special showing instructions: i.e., Do not let cat out of laundry room, dog on chain in rear yard; Tenant occupied--call., etc. ***NOTE:*** *There is a table value field with choices, too.*
Sign on Property		Yes, indicates there is a sign on the property; No indicates there is no sign

TERM	FIELD LABEL	DEFINITION
Special Flood Hazard Zone		If any portion of the real property is located within any Special Flood Hazard Zone, answer Yes. You may place additional clarifying information in the Public or Non-Public remarks, such as: No portion of the improvement (house) is located within the Zone. For more information go to: www.FEMA.gov
Square Feet Range		Choose an appropriate range based upon the calculation for heated square footage.
Stick Built		A structure where the builder built "on site" as distinguished from either modular or manufactures.
Street Name		**Only use the US Post Office assigned address**. Where none exists, use the tax record (usually only needed for new construction). Care should be exercised in determining whether a compass point precedes the street name, appears after the name (MLS=Post Direction) or is included within the actual name of the street. **EXAMPLE:** South 17th Street in Wilmington: Name=17th. South=Direction. **EXAMPLE:** Clancy Drive Northeast, Winnabow NC: Name=Clancy; Post Direction=Northeast
Street Number		Place a zero in this field when the U.S. Postal Service has not assigned a street number

TERM	FIELD LABEL	DEFINITION
Street#-Modifier		Use where street number has a modifier such as 1444-101; Unit number is different and has a separate field. Also, when the street number has not been assigned, enter the lot number in the modifier field.
Subagent		Where seller has authorized subagency.[50]
Subject to HOA		Choose "Y" if there is an owner's association. If there is, complete the other fields to describe the management company, contact information and the amount of the assessment (dues).
Substructure		Choose one of the table values to describe the substructure
Suffix		Address table value describing road, street, lane, etc.
Sunroom		A room where the majority of the walls are glass.
Tax Assessed Value		County assigned value as of the date of entry. Agents are cautioned against assuming the value displayed is current. Listing agents are encouraged to update their listings when valuations change.
Tax District		A county assigned code by which a portion of the tax is calculated.
Tenant Garage		Tenant Garage - the number of spaces must equal the number of cars that fit within the garage

TERM	FIELD LABEL	DEFINITION
Tenant Occupied		Check the box in Showing Instructions when a tenant is in possession of the property. Update Showing Instructions as necessary.
Tenant Pays		Choose all that apply
Terms		Choose up to 6 entries that the seller is willing to accept.
Time Share		
Total City Real Estate Tax		Some Cities included in the Hive MLS bill for Real Estate Property Taxes separately from County Real Estate Property Taxes. If your listing is in an area where the City bills for Real Estate Property Taxes separately from County Real Estate Property Taxes, please enter that into the “Total City Real Estate Tax” field.
Townhouse-Modular		A unit in a non-vertically attached, multi-unit complex where the owner of the unit owns in severalty both the unit (including the entire physical structure) and the land on which the unit rests. The common areas are owned by the unit owners' association. **See "Modular" for definition.**
Townhouse-Stick Built		A unit in a non-vertically attached, multi-unit complex where the owner of the unit owns in severalty both the unit (including the entire physical structure) and the land on which the unit rests. The common areas are owned by the unit owners' association. **See "Stick Built" for definition.**
Triplex		A three-unit multifamily dwelling

TERM	FIELD LABEL	DEFINITION
Type of Slip		Wet = slip is on the water; Dry = slip is NOT on the water.
Under Construction		The property is being built but has not yet been locked (secured) by the builder. See MLS Rules Exhibit 3
Unfinished Room Over Garage		A room over the garage that does not fit the definition of "finished"
Unfurnished		No furniture or other personal property is conveying
Unit #		A part of the street address for condominiums
Vacancy Rate		The percentage of all units or space that is unoccupied or not rented.
Water Frontage		The lot line measurement located on the water
Water Supply Available		If there is a water connection at the slip, please choose Yes; otherwise, choose No
Withdrawn		The listing contract remains in force between the listing broker and the seller but is not expected to return to market.[47, 48] ***NOTE:*** *The status of a withdrawn listing changes to Expired on the Expiration Date. (DOM Stops Count) BOM*
Workshop		A room that is at least 8 X 6.

TERM	FIELD LABEL	DEFINITION
Year Built		Usually taken from the tax data except in the case of property where the Construction Status=New or Proposed. It may not be the same year the certificate of occupancy is granted. See MLS Rules Exhibit 3.
Year of Financial Figures		Fiscal year from which the financial figures are supplied
Zip Code		Assigned by US Postal Services to the property's mailing address
Zoning Authority		The municipality that controls zoning on the property. Agents are reminded that other municipalities may exercise extra territorial jurisdiction.
Zoning Code		The municipality that controls zoning, assigns codes to describe what is permitted, such as, R-15 means a residential zoning that permits 15 units per acre. Consult each municipality for the interpretation of each code.
		EXAMPLE 1: Real Estate Property tax billed and collected by the County = $100. Add Total City Real Estate Property Tax billed and collected by the City = $20 Total Real Estate Property Taxes = $100 + $20 = $120.
		EXAMPLE 2: Real Estate Property tax billed and collected by the County = $120. Add Total City Real Estate Property Tax billed and collected by the City = $0 Total Real Estate Property Taxes = $120 + $0 = $120.

TERM	FIELD LABEL	DEFINITION
		Enter the property tax as of the current fiscal year. North Carolina counties use a fiscal year of July 1-June 30.

EXHIBIT 8 HIVE MLS COMING SOON - NO SHOWINGS STATUS SELLER AUTHORIZATION

This Coming Soon - No Showings Seller Authorization Form hereby authorizes the listing firm to begin marketing the property up to 30 days prior to the "Start Showings Date" described below.

Listings entered into the Hive MLS, with a Coming Soon - No Showings status indicates that the listing firm and the seller are preparing the property for sale before the listing's status is changed to Active. There must be a valid listing agreement between the seller and the listing firm. Listings in Coming Soon - No Showings status **must** have seller approval, which may be obtained using this form.

Coming Soon - No Showings status is not intended to give the listing firm an advantage in finding a buyer for the property to the detriment of cooperating brokers, nor is it intended to circumvent the sale of the property on an open market. Coming Soon - No Showings status provides a method for the listing firm to notify other cooperating brokers of properties that will be made fully available for showing and marketing after preparations have been completed. Any showings of a property in Coming Soon - No Showings status disqualifies that property from that status, and the listing firm is cited for a violation of the Hive MLS Rules and Regulations. (see Section 1.1.2).

1) **Start Showings Date:** Listings entered into the MLS with Coming Soon - No Showings status automatically transition to Active status on the "Start Showings Date" specified in the listing agreement or 30 days after the Effective date of the Listing Agreement. (see section 10 (b) first box paragraph).

   _____

   mm/dd/yy

2) **While the property is in Coming Soon - No Showings** status, the seller and the listing firm may not promote or advertise the property in any manner other than as "Coming Soon". Coming Soon - No Showings status listings **are** displayed on the Internet, are included in MLS advertising data feeds, including broker, agent, IDX, public, or syndication websites, and on social media.

   _____

   Seller Initials

3) **A property in Coming Soon** - No Showings status **may not be shown**. Potential buyers and firms, including other agents in the listing firm office, cannot schedule showings of a Coming Soon - No Showings property through the seller, showing service, or the listing firm and cannot be given access to physically view the property during the period the property is in the Coming Soon - No Showings status. The listing agent **must** change the listing to Active status prior to scheduling a showing that would occur before the Start Showings Date.

_____
Seller Initials

4) **As soon as the seller is ready for showings to begin**, the listing firm must change the listing status in the Hive MLS to "Active." Days on Market start on the effective date of the Listing Agreement. Once the listing transitions from Coming Soon - No Showings status to Active status, it cannot revert back to Coming Soon - No Showings status.

_____
Seller Initials

5) **A listing firm may not re-list a property in Coming Soon - No Showings status unless:**
The listing has been in Expired or Cancelled status for more than 30 days; or,
A new firm lists the property of;
The property has been sold or rented.

_____
Seller Initials

6) **The listing firm may place a "Coming Soon" sign on the property**, so long as there is written authorization from the seller to advertise the property and the listing firm does not promote or advertise the property in any manner other than as "coming soon".

_____
Seller Initials

Seller accepts the consequences of the decision to deny property showings indicated above.

Property Address		City	State
Print Seller Name	Seller Signature		Date
Print Seller Name	Seller Signature		Date
Print Seller Name	Seller Signature		Date

Coming Soon "Dos"

- **Do place your Listing in Coming Soon - No Showings Status:** The Coming Soon-Now Showings status is a temporary, off-market status. A listing can only be in the Coming Soon-No Showing status for a maximum of 30 days after the marketing date.
- **Do understand that there is a Nightly Process:** Each evening, the System will review all Coming Soon - No Showings listings and automatically convert them to Active status if the Start Showings Date has been reached or if the listing has been in the status for 30 calendar days.
- **Do Change Status - Early Active:** The listing firm may change the listing's status to Active at any time; however, once the Coming Soon - No Showings status is changed to Active the listing cannot go back to the Coming Soon - No Showings status.
- **Do put up Coming Soon Signs:** Hive MLS does not require a coming soon sign rider, but posting a "for sale" sign without a "coming soon" sign rider could be construed as misrepresenting the availability of access to show or inspect a listed property. Listing Subscribers should consider using a "coming soon" sign rider on a sign, or no sign at all.
- **Do include Photos:** Hive MLS requires an image or photo of any listing in Coming Soon - No Showings status.
- **Do remember Offers can be accepted:** A seller can accept an offer from a prospective buyer even if the property is not available for showing. In the event an offer is accepted on a listing in the Coming Soon - No Showings status, the listing firm must change the listing status within 3 calendar days to a pending status.

Coming Soon "Don'ts"

- **Don't change to Coming Soon:** Only new listings can use the Coming Soon - No Showings status; listings in any other status may not be changed to Coming Soon - No Showings.
- **Don't do any Advertising unless it states, "Coming Soon":** Listings with a Coming Soon - No Showings status may only be promoted or advertised as a "coming soon" property. Advertising a listing as a for-sale property will immediately disqualify the listing from the Coming Soon - No Showings status. If advertised as anything other than "coming soon" the Subscriber will be cited for violation of the Hive MLS Rules and Regulations and be subject to a fine. A violation of this rule is assessed a $1000 fine for the first violation, a $2000 fine for the second violation, and a $5000 fine plus a 30-day suspension of the Subscriber's Hive MLS account for any subsequent violations.
- **Don't Forget No Showings, open houses, or broker caravans:** Listings in the Coming Soon - No Showings status are not eligible for showings, open houses, or broker caravans. Future showings and open houses may be scheduled in advance for a time after the Start Showing Date. The listing Subscriber must change the status of a Coming Soon - No Showings listing to Active, if any showing will occur before the Start Showing Date. Any showing of a listing in the Coming Soon - No Showings status, whether that showing is made to the general public or other Participants and Subscribers, will immediately disqualify the listing from the Coming Soon - No Showings status. The listing will be immediately changed to Active and a Subscriber who violates this rule is assessed a $1000 fine for the first violation, a $2000 fine for the second violation, and a $5000 fine plus a 30-day suspension of the Subscriber's MLS account for any subsequent violations.

DATA COMPLIANCE AND FINE POLICY

Fines are levied per field, not per listing. Upon notice, the MLS Subscriber/ Participant Member has 3 calendar days by which to correct the data.

Staff are authorized to waive compliance on a temporary basis when a new firm or office joins. The only purpose of this waiver is to allow all the firm's/office's then-current – listing inventory to be entered.

COMPLIANCE ISSUE	CONSEQUENCE
1. Failing to change an ascertainable field after being notified to do so 2. Failing to follow the Photo Guidelines, IDX Rules, VOW Rules or any other Rule violation. 3. Inserting agent or company information such as phone numbers, hyperlinks to websites (HomeSteps.com; HomePath.com; HUDHomestore.com, and/or Auction.com are permissible), Talking Ads, email addresses, etc.[51] 4. Failing to map a listing to its correct location. 5. Failing to enter the lot dimensions when they are easily found ***NOTE:*** *if not within the county tax data available on the MLS, agents have 5 business days to get that information).* 6. On Sold listings, staff shall only enforce the photo rule if the listing closed within the previous 365 days. Converted listings are not fined 7. Failing to accurately enter the number of rooms (Room Counts*)* ***NOTE:*** *# of Rooms means the rooms in the primary living area only and shall not include other areas.*[55] 8. Failing to provide the primary "tax identifier" (APN, PIN and/or PID) number for a parcel when it is available; providing a wrong PIN	• $0: Courtesy Notice • $25: 2nd notice • $50: 3rd notice • 4th notice: $100 and loss of MLS privileges until data is corrected

COMPLIANCE ISSUE	CONSEQUENCE
and/or PID number. ***NOTE:*** *where newly platted lots have not yet been assigned a PIN and/or PID, use the entire parcel's original PIN and/or PID number.* 9. Failing to produce documentation for verification purposes upon MLS request.	
These Violations Receive an Automatic $25 Fine-No Courtesy Notice If not corrected, the progressive fines commence. 1. Failing to identify listing as a "short sale". 2. Using photos, documents and agent supplied text from a previous listing agent without written permission.	• $25 • $50 if fail to correct within the time frame specified • $100 if fail to correct within the time specified of $50 fine • $100 and loss of MLS privileges until corrected
These Violations Receive an Automatic $50 Fine-No Courtesy Notice Failure to: 1. Enter a listing within 3 calendar days of seller's written authorization unless the owner is absentee in which case entry must occur within 3 calendar days from the receipt of the seller's written authorization. 2. To report a property as pending, the cancellation or resolution of a pending listing, a sold listing or the cancellation of a contingency status to the MLS within 3 calendar days days.[25] 3. Report pending or sold listing within 3 calendar days.[25] Failure to provide timely notice of showing to listing/leasing broker	• $50

COMPLIANCE ISSUE	CONSEQUENCE
Automatic-no courtesy notice: Failing to notice within 3 calendar days when a licensee who is waived should no longer be waived, including unlicensed personnel who become actively licensed (whether by the NCREC or NCAB).	• $100 or back MLS fees, whichever is more
Attempting to Manipulate DOM or CDOM Every attempt to "game DOM and/or CDOM" by entering any incorrect data, having a seller execute multiple listing agreements, sending instructions to expire or cancel the listing, etc., will subject the MLS Subscriber.	Subscriber: Courtesy Notice for first offence. • $50 for 2nd offense • $100 for 3rd offense • $250 for 4th offense • $500 for 5th offense • $1,000 for 6th offense • $2,500 thereafter and loss of service until all fines are paid.
Clear Cooperation Policy Violation Listing without entry into the MLS within 1 business day of Public Marketing will be seen as Manipulating DOM/CDOM.[53]	Subscriber: Courtesy Notice for first offence. • $50 for 2nd offense • $100 for 3rd offense • $250 for 4th offense • $500 for 5th offense • $1,000 for 6th offense $2,500 thereafter and loss of service until all fines are paid.
Duplicate Listings The system warns before you publish a "duplicate" listing as active. Therefore, if you make the listing active, the fine is $50. Please call your association staff before making the listing active.	• $50

COMPLIANCE ISSUE	CONSEQUENCE
Unauthorized Access Providing your login name and password to anyone else to access your account is a violation of these Rules. Do not share your login name and password. The MLS employs sophisticated technology that detects any unauthorized access. Allowing someone access to information who is not a client or customer. e.g., Loaning/giving any printed MLS information; agents/appraisers who give information to licensees who do not pay fees to the Hive MLS.	• Courtesy Notice, a required password reset and 2-step authentication for 1st offense • $500 for 2nd offense • $1,500 and loss of MLS privileges for 30 days 3rd offense • $4,500 and loss of MLS privileges for 90 days 4th offense • $5,000 and loss of MLS privileges for 180 days 5th offense
Entering compensation in the MLS *On a listing, on sold data, on any MLS Connected platform – See Section 5.1 – 5.6 of Hive MLS Rules and Regulations	**No Courtesy Notice** Immediate Fine: • $1,000 Fine for Settlement Violations (including adding compensation to MLS) • $1000 Fine to Participant and $1000 Fine to Subscriber plus 1 year termination for recurring violations.
Regarding Data Feeds	
1. All violation notifications are sent to the parties to the agreement. 2. With first notice the parties to the agreement have 5 business days to correct the violation. 3. With second notice the parties to the agreement are fined $100 and given an additional 5 days to correct the violation. 4. With a third notice the consultant's data feed is terminated. $500 must be paid before MLS will reconnect the data feed. 5. Failing to notify MLS that a new domain is being used with an existing Participant data agreement. On the 1st offense a courtesy notice is sent; On the 2nd and subsequent offense is a $100 fine. 6. In the case of a third-party data access agreement, the consultant's failure to notify MLS of new websites the fine is $500 per occurrence.	

When there is noncompliance and the circumstances are unusual (death in the family, extended vacations, etc.), the Hive MLS CEO may make exceptions to the fines, except fines incurred due to entering compensation or compensation-related information in the MLS. Any Subscriber or Participant Member whose waiver for a fine has been denied, may appeal to the Board of Managers.

Staff are authorized to waive compliance on a temporary basis when a new firm or office joins. The only purpose of this waiver is to allow all the firm's/office's then-current – listing inventory to be entered.

HIVE MLS FINE APPEAL FORM

The Hive MLS Board of Managers may give consideration to all written appeals having to do with violations of the Rules and Regulations. The written request must be within twenty (20) days following the noticed violation.

An appeal must be in writing and filed using the Online Fine Appeal Form. A $25.00 filing fee must be paid to the Subscriber's primary association. Filing an appeal does not stop the requirement for timely payment of invoices. All fines and appeal filing fee must be paid before the Hive MLS Appeal Board will render a decision on the appeal. If your appeal is granted by the Board of Managers, you will be notified, in writing, and the fine refunded.

The Appeal Form may be found in Flex by selecting "Menu," then "MLS Intranet," then "Forms," and selecting "Hive MLS Fine Appeal Form". In addition, you may access the form directly by selecting the Hive MLS Appeal Form here.

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CHANGE REFERENCES & AUTHORITY

The following references reflect the authority, guidance, or action underlying specific Rules & Regulations provisions. These references are provided for documentation purposes and do not modify or supersede the Rules & Regulations themselves.

Numbered references correspond to superscripts within the Rules and Regulations and reflect Board of Managers, MLS & Data Board, and Attorney-reviewed actions. References are presented based on verified and traceable authority within the current Rules and Regulations structure.

Ref	Authority	Approval Date	Change Summary	Section
1	**NAR/Legal**	08/01/24	Listing procedures aligned with NAR policy	Sec. 1
2	**NAR/Legal**	08/01/24	Clear cooperation aligned with NAR policy	Sec. 1.01
3	**BOM**	08/10/22	Coming Soon syndication and IDX availability clarified *Related MLS & Data Board approval 06/02/22*	Sec. 1.1.2
4	**BOM**	11/14/19	Duplicate Listings updated: Commercial allowed; Parent/Child setup required	Sec. 1.1.3
5	**BOM**	12/03/20	Listing entry rule updated from “Comp Purposes Only” (Sec. 1.1.3) to “Sale Only”	Sec. 1.1.4
6	**NAR/Legal**	08/01/24	Square footage language aligned with NAR policy	Sec. 1.1.5
7	**BOM**	02/07/19	Seller not owner requirements clarified	Sec. 1.1.6
8	**NAR/Legal**	08/01/24	Remarks requirements updated to prohibit inclusion of compensation/commission-related language across all remark types and listing fields	Sec. 1.1.13

Ref	Authority	Approval Date	Change Summary	Section
9	**BOM**	04/04/19	Public documents removed; all documents required to be private	Sec. 1.1.14
10	**BOM**	02/07/19	Front elevation photo requirement clarified	Sec. 1.1.17
11	**BOM**	04/13/22	Land listing photo options clarified *Related MLS & Data Board approval 05/19/22*	Sec. 1.1.17
12	**NAR/Legal**	08/01/24	Listing entry requirements updated to prohibit inclusion of compensation offers and conditional seller concessions within listing data	Sec. 1.2
13	**NAR/Legal**	08/01/24	Section 1.2.1 added to require seller disclosures regarding negotiability of commissions and authorization of payments to cooperating brokers	Sec. 1.2.1
14	**NAR/Legal**	08/01/24	Blanket listing agreement requirements updated to require removal of compensation-related information prior to submission to the MLS	Sec. 1.2.4
15	**NAR/Legal**	08/01/24	Exempt listing criteria updated to clarify applicability to otherwise-eligible listing types under NAR policy	Sec. 1.3
16	**NAR/Legal**	08/01/24	Section 1.9 updated to expand prohibition on MLS involvement in compensation, including offers of compensation and payments from sellers to Participants or nonparticipants	Sec. 1.9
17	**BOM**	09/02/21 01/30/24 06/25/24 08/20/25	Service area expanded to include additional member association jurisdictions	Sec. 1.12

Ref	Authority	Approval Date	Change Summary	Section
18	**NAR/Legal**	08/01/24	Listing of suspended Participants aligned with NAR policy	Sec. 1.13
19	**NAR/Legal**	08/01/24	Listing of expelled Participants aligned with NAR policy	Sec. 1.14
20	**BOM**	04/01/21	Bulk sales definition and entry requirements added	Sec. 2.0.1
21	**BOM**	09/02/21	Selling agent name requirement added	Sec. 2.0.2
22	**BOM**	08/01/24	Disclosure to prospective buyers added to align with NAR policy	Sec. 2.1
23	**NAR/Legal**	08/01/24	Written buyer agreements added to align with NAR policy	Sec. 2.2
24	**BOM**	08/10/22	Pending status timing clarified (formerly Sec. 2.5.1) Related *MLS & Data Board approval 05/19/22*	Sec. 2.7.1
25	**BOM**	02/07/19	Reporting Timeframe Updated (Originally Sec. 2.6; now reflected in Sec. 2.7.1 and related reporting sections, including Data Compliance and Fine Policy)	Sec. 2.7.1 Data Compliance and Fine Policy
26	**NAR/Legal**	08/01/24	Services advertised as free added to align with NAR policy	Sec. 4.5
27	**NAR/Legal**	08/01/24	No filtering of listings added to align with NAR policy	Sec. 4.6
28	**NAR/Legal**	08/01/24	No offers of compensation permitted added to align with NAR policy	Sec. 5.1

Ref	Authority	Approval Date	Change Summary	Section
29	**NAR/Legal**	08/01/24	No reporting of compensation added to align with NAR policy	Sec. 5.2
30	**NAR/Legal**	08/01/24	Display of listing broker's offer of compensation added to align with NAR policy	Sec. 5.3
31	**NAR/Legal**	08/01/24	No support of compensation platforms added to align with NAR policy	Sec. 5.4
32	**NAR/Legal**	08/01/24	Disclosure of potential short sales aligned with NAR policy	Sec. 5.5
33	**NAR/Legal**	08/01/24	Service fees and charges aligned with NAR policy	Sec. 6.0
34	**NAR/Legal**	08/01/24	Section 18.2.4 aligned with NAR policy	Sec. 18.2.4
35	**NAR/Legal**	08/01/24	Section 19.12 aligned with NAR policy	Sec. 19.12
36	**BOM**	11/14/19	Photo guidelines updated to include removal restrictions	Exhibit 3, MLS Rule Section 1
37	**NAR/Legal**	08/01/24	Required and prohibited fields and records aligned with NAR policy	Exhibit 4, Sec. 4
38	**NAR/Legal**	08/01/24	Section 11.1.4 aligned with NAR policy	Sec. 11.1.4
39	**NAR/Legal**	08/01/24	Additional compensation definition removed to align with NAR policy	Exhibit 7
40	**BOM**	04/02/20	Bedroom count definition established (# of Bedrooms criteria)	Exhibit 7
41	**BOM**	11/14/19	Closing Date definition updated; aligns with revised "Closed" status criteria (originating in Sec. 2.5; reflected in Exhibit 7 – Definitions)	Exhibit 7

Ref	Authority	Approval Date	Change Summary	Section
42	**NAR/Legal**	08/01/24	Exclusive agency definition aligned with NAR policy	Exhibit 7
43	**NAR/Legal**	08/01/24	Exclusive right to sell definition aligned with NAR policy	Exhibit 7
44	**BOM**	06/23/17	Primary photo requirement revised: “from the street” requirement updated	Exhibit 7 Exhibit 3
45	**BOM**	10/27/16	Room count definition clarified: foyer excluded from room count	Exhibit 7
46	**BOM**	1/19/17	Definitions established: Historically Designated Property and Historic District	Exhibit 7
47	**BOM**	02/06/20	Status definitions established: Pending, Pending with Showings, Hold, and Withdrawn	Exhibit 7 Sec. 1.1.19
48	**BOM**	11/14/19	Status definitions updated: Withdrawn differentiated; Temporarily Off Market added; Pending with Showings introduced (replacing Active-Contingent); DOM continues to count	Exhibit 7 Sec. 1.1.19 Sec. 2.7.1
49	**NAR/Legal**	08/01/24	Public remarks definition aligned with NAR policy	Exhibit 7
50	**NAR/Legal**	08/01/24	Subagent definition aligned with NAR policy	Exhibit 7
51	**NAR/Legal**	08/01/24	Data compliance and fine policy aligned with NAR policy (Item 3)	Data Compliance and Fine Policy
52	**NAR/Legal**	08/01/24	Compensation-related violation language removed from Data Compliance and Fine Policy to align with NAR policy (Former Item 1)	Data Compliance and Fine Policy

Ref	Authority	Approval Date	Change Summary	Section
53	**BOM**	04/30/20	Clear Cooperation Policy adopted and incorporated into Data Compliance and Fine Policy	Sec. 1.01 Data Compliance and Fine Policy
54	**BOM**	08/20/25	Timeframe standards updated from hours to business and calendar days across rules (multiple sections)	
55	**BOM**	02/07/19	Room count definition clarified (primary living area only); related Data Compliance and Fine Policy Item 7 updated	Exhibit 7 Data Compliance and Fine Policy
56	**MLS & Data**	01/22/25	Exhibit 2 relocated to end of Rules & Regulations and renamed Data Compliance and Fine Policy; references updated accordingly (Former Exhibit 2)	Data Compliance and Fine Policy
57	**MLS & Data**	02/26/25	Legacy NCRMLS and state-specific references updated or removed throughout Rules & Regulations; exhibits subject to local governance variation removed per legal guidance (multiple sections)	
58	**MLS & Data**	01/22/25	For Sale and Sold sign provisions updated; state-law note removed from Sec. 4.2	Sec. 4.1 Sec. 4.2