

Tennessee/Virginia Regional MLS

Rules and Regulations

Tennessee Virginia Regional MLS

Effective Date: 8-31-2026

Purpose

A Multiple Listing Service is a means by which authorized MLS Broker participants decide to cooperate with one another for the benefit of each of their respective clients; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses and other valuations of real property for bona fide clients and customers; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the participants so that they may better serve their clients, customers and the public.

Part One: Key Definitions

Section 1: Multiple Listing Service (MLS) Defined

A multiple listing service is:

- a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public
- a means of enhancing cooperation among participants and information is shared with potential, current and past clients and the general public
- a means by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers
- a means by which participants engaging in real estate appraisal contribute to common databases

Section 2: Definition of MLS Participant

A Participant is an individual who applies and is accepted by the MLS, meets, and continues to meet all of the following requirements of either a Broker Participant or an Appraiser Participant as defined below.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

The key is that the participant or potential participant actively endeavors to enter all of their listing inventory with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants).

The subscription requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

2.1.1 Broker Participant. A Broker Participant is a Participant who meets all of the following requirements:

a) The individual or corporation, for whom the individual acts as a Broker/officer, holds a valid real estate broker's license in the state or states in which the broker does business;

b) The individual is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal;

c) The individual or corporation for whom the individual acts as a Broker/officer offers or accepts compensation in the capacity of a Real Estate Broker;

d) The individual has signed a written agreement to abide by the rules of the MLS in force at that time and as from the time amended; and

e) The individual pays all applicable MLS fees.

2.1.2 Appraiser Participant. An Appraiser Participant is a Participant who meets all of the following requirements:

a) The individual holds a valid Appraisers certification in the state or states in which they do business, or license issued by the Bureau of Real Estate Appraisers (also referred to as "Office" of Real Estate Appraisers);

b) The individual is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal;

c) The individual or corporation for whom the individual acts as a Broker/officer offers or accepts compensation in the capacity of a Real Estate Broker;

d) The individual has signed a written agreement to abide by the rules of the MLS in force at that time and as from the time amended; and

e) The individual pays all applicable MLS fees.

Section 3: Definitions of Various Types of Listing Agreements (Policy Statement 7.50)

Except where state law provides otherwise, the following terms shall be defined as follows when used in rules and regulations of any multiple listing service owned or operated by one or more associations of REALTORS®.

Exclusive Right-to-Sell Listing: Either a) A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; or b) a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker.

Exclusive Agency Listing: A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

Note: These definitions are provided to facilitate categorization of listings in MLS compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. If state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, listings may not be excluded from MLS compilations on the basis that the listing broker is not the seller's agent.

Section 4: Listing Content Defined (Policy Statement 7.86)

"Listing content" includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, floor plans, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Section 5: Additional Definitions

Business Day – Any day other than Saturday, Sunday or other day on which Tennessee Virginia Regional MLS is not open for business.

Exclusive Agency Listing Agreement – A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s) and the seller(s) agrees to abide by the terms outlined in the listing agreement. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

User – Any Participant, subscriber, office administrator or personal assistant who are authorized by Tennessee Virginia Regional MLS to access and use the MLS in accordance with these rules and regulations.

Part Two: Policies

A. MLS Antitrust Compliance Policy

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

TVRMLS shall not:

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking "office exclusive" listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (Interpretation 10).
9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities (Interpretation 15).
12. Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

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

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

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 of the multiple listing service, and are taken by participants on *Exclusive Right to Sell and Exclusive Agency Listing forms* shall be delivered to the multiple listing service within 3 business days after all necessary signatures of seller(s) have been obtained:

a. single family homes for sale or exchange

b. vacant lots and acreage for sale or exchange

c. two-family, three-family, and four-family residential buildings for sale or exchange

Note 1: The multiple listing 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 multiple listing service. However, the multiple listing 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 filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement *(Amended 11/96)*

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service.

The different types of listing agreements include:

- exclusive right-to-sell
- exclusive agency
- open
- net

The service will not accept net listings because they are illegal in Tennessee and Virginia. Open listings are not accepted by this service.

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

The exclusive agency listing also authorizes the listing broker, as exclusive agent, and reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, 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 exempt. 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.

Note 2: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept net listings and may decline to accept open listings at local discretion (except where acceptance is required by law), and it may limit its service to listings of certain kinds of property. 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 1.0.1 Auction Listings. Only auction listings which comply with these MLS Rules and Regulations, including, but not limited to Sections 1.5 and 1.6, may be submitted to the Service. Auction listings entered into the MLS system shall have listing contracts as required under these Rules, be clearly labeled as auction listings and provide all the terms and conditions of the auction. Research auctions are not permitted on the MLS. Auction listings shall further specify the following (all items, except a, shall be listed in the Private Remarks field):

a. The list price, which shall be the seller's minimum acceptable bid price;

b. The date, time, and place of the auction;

c. All required procedures for Buyer's Broker to register their representation of a potential bidder;

d. The amount of the buyer's premium, if any;

e. The time or manner in which potential bidders may inspect the listed property;

f. Whether or not the seller will accept a purchase offer prior to the scheduled auction; and

g. Any other material rules or procedures for the auction, only when necessary.

Section 1.01 Mandatory Delivery of Listing Agreement. Listing Broker shall input into the MLS any and all properties located in the MLS Service Area within three (3) Days of the Effective Date of any listing agreement on any exclusive right to sell/lease or seller reserved listing agreement on one to four-unit residential property and vacant lots. The Effective Date of a listing agreement is the later of all necessary signatures of the seller(s) have been obtained, or at the beginning date of the listing as specified in the contract. All necessary signatures are those needed to create an enforceable listing, which generally means all named signatories to the listing agreement. In the event there are known additional property owners not made a signatory to the listing, the Listing Broker shall disclose said fact to the MLS and state whether the listed seller will make the sale contingent on the consent of the additional property owners. In the event the listing agent is prevented from complying with the 3-business daytime period due to seller's delay in returning the signed listing agreement, the Listing Broker must deliver the listing to the MLS within 3 business days of receipt back from seller. The AOR/MLS may require the Listing Broker to present documentation to the AOR/MLS evidencing the seller's delayed transmission. Only those listings that are within the service area of the MLS must be input. Listings of property located outside the MLS's service area (see Section 1.12) are not required by the MLS but may be input at the Broker Participant's option.

Section 1.02 Mandatory Delivery of Buyer's Representative Agreement
Licensees representing a buyer will adhere to the requirement to secure a signed Buyer's Representative agreement prior to showing any properties. The Buyer's Representative agreement will include, but not limited to the following:

- Legal requirements/restriction of buyer's agents
- Scope of services and support to be offered
- A start and end date to the agreement

- Payment for services offered

Section 1.03 Mandatory Submission upon Marketing. Within one (1) business day of marketing or advertising a residential property to any member of the public for sale which contains one to four units or is a residential vacant land lot which is subject to any Listing Agreement, the Listing Broker must submit the property into the MLS for cooperation with other TVRMLS participants. Marketing and advertising includes, but is not limited to, any information about the property or its availability for sale displayed on any: signs, websites, social media, brokerage or franchise operated websites, communications (verbal or written), multi-brokerage or franchise listing sharing networks, flyers or written material, on any applications, or by conducting an open house. Any individual or entity that has signed, within the previous year a Disclosure Regarding Real Estate Agency Relationship that identifies the Listing Broker shall not be considered a "member of the public" under this rule.

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

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

Section 1.04 No Cooperation Listing. If the seller in writing refuses to permit the property listing to be marketed or advertised as defined by Rule 1.01, and also instructs the Listing Broker to not disseminate the listing in the MLS, the Listing Broker shall obtain a written instruction from the seller instructing the Listing Broker to do no marketing or advertising and refuses to authorize the listing to be disseminated by the MLS. The instruction shall include an advisory to seller that, in keeping the listing off the MLS, the Owner understands and acknowledges that (a) real estate brokers and managing brokers from another real estate office who have access to the MLS, their buyer and tenant client, may not be aware that Owner's Property is offered for sale or lease; (b) information about Owner's Property will not be transmitted by Tennessee Virginia Regional MLS to various real estate internet sites used by the public to search for property listings; and (c) real estate brokers, managing brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.

Section 1.1 Types of Properties

Following are the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker:

1. Residential
2. Residential Income
3. Subdivided Vacant Lot
4. Land and Farm
7. Mobile Homes that convey with Real Property
8. Mobile Home Parks
9. Commercial Income
10. Industrial/Medical

5. Auctions 11. Rentals
6. Motel-Hotel

Section 1.1.0 Listings Not Accepted by the Service
The Service (MLS) does not accept 'business opportunities' listings, including those involving equitable interests such as purchase contracts and assignments of purchase contracts, which are classified as ineligible 'business opportunities'. These are also commonly referred to as wholesale listings.

Section 1.1.1 Listings Subject to Rules and Regulations of the Service
Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s).

a. For Residential, Commercial, Multi-Family and Rentals, a photo taken from the front exterior of the main structure is required upon entry of the listing. The agent or broker may determine the best exterior photo to be set as the primary photo, but the front exterior photo must be shown within the first 5 photos in the listing. For vacant land, an aerial, plat photo or exterior street view will be required as the first photo.
b. At least one photo must be entered before a listing can be submitted since listings are syndicated to several websites within minutes of submission to the MLS

1.1.2 DUPLICATE FILINGS OF LISTINGS: If entered under more than one property type, one of the entries must be withdrawn when the property is sold or leased. A participant cannot enter a property more than once under the same property type. Reference needs to be made in the remarks that the property to the other property ID number and reference must be made when it is sold or removed from market.

1.1.3 CO-LISTINGS: When "co-exclusive" listings, which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents, or both, are included in the MLS compilation, each of the "co-exclusive" listing brokers must be Participants in TVRMLS. Co-Listings may be entered into the MLS once with each of the listing agent's names and brokerage information appearing on the listing. This will keep listing and sold statistics from being distorted.

1.1.4 Statuses. The following statuses shall apply to listings on the MLS and Listing Broker shall place a listing in the correct status:

Active: A valid listing contract exists, and no offer (with or without contingencies) has been accepted. Marketing and Advertising as defined in Rule 1.03 is permitted. It is the expectation that all listings in Active status are available to be shown. If a listing is not available to be shown, then it cannot be in Active status.

Exception: A listing with contingencies (See Active Under Contract status definition) may remain in Active status only when the purchase and sale agreement includes a first right of refusal due to a property to sell and the first right of refusal is so denoted as the first sentence in the Public Remarks. Once the first right of refusal has been removed, the listing no longer is eligible to remain in Active status.

Coming Soon - No Show: A valid listing contract exists, but listings are not ready to be shown. Listings may be in the Coming Soon - No Show status for up to fourteen (14) calendar days prior to the Start Showing Date. No showings are permitted during the Coming Soon - No Show period. A Coming Soon Addendum must be uploaded to the listing before the listing goes live. After the 14-day coming soon period, the listing will automatically move to the Active Status. If a sign is

placed on the property, it must be accompanied by a Coming Soon Sign Rider. If a property is shown for any reason, it must be moved to the Active Status withing One (1) Business Day. Days on Market will not accrue while in Coming Soon - No Show Status.

Active Under Contract: Offer accepted and either: 1) seller requests that property remain in an On-Market status and is looking for back-up offers, or; 2) the sale is subject to court or other third-party approval. Marketing and Advertising as defined in Rule 1.03 is permitted.

Withdrawn: A valid listing contract is in effect. However, the property is no longer being marketed and as such no Marketing or Advertising shall occur.

Pending: The seller has accepted an offer and is not soliciting additional offers. Any Marketing or Advertising of the property while in Pending status will not be considered a violation.

Canceled: The listing agreement has been canceled.

Expired: The listing agreement has expired. The time frame of the existing listing contract has run out.

Closed: Escrow or Leased has closed.

Section 1.2 Detail on Listings Filed with the Service

A listing input into the MLS by the listing broker, shall be complete and accurate in every detail and shall include all required fields.

Section 1.2.0.1 PUBLIC REMARKS For public access and should include only property descriptive information and must not include commission, branding, bonus, security, agent contact, directions originating from the broker's office, any language that would be considered profane or in violation of the Fair Housing Act, website or social media information. No broker or licensee sponsored by said broker shall use advertising which is misleading or inaccurate or in any way misrepresents any property, terms, value, policies, or services of the business conducted.

Section 1.2.0.2 PHOTOS, SKETCHES, RENDERINGS, DEPICTIONSOR VIRTUAL TOURS ON LISTINGS FILED WITH THE SERVICE:
Prior to submitting a listing to the MLS, the listing broker should own, or have been assigned ownership, or have the legal authority based on the grant of a world-wide, perpetual, non-revocable, fully assignable, and transferable license with the right to sub-license to submit to TVRMLS any and all information, text, floor plans, video, virtual tours, photographs, and other media that is submitted to the MLS.

Residential and Multifamily properties (excluding properties under construction, to be built and vacant land) will require a minimum of one (1) photo on each listed property. The first (primary) photo must be the exterior view and a true representation of the existing structure. All photos, sketches, renderings, or depictions submitted to the service must reflect an accurate portrayal of the property for that particular listing. The first photo must appear in the MLS upon entry unless written documentation requesting photo not be submitted is signed by the Seller and submitted to the MLS.

Commercial and Lease properties (excluding properties that are under construction, to be built and vacant land) will require a minimum of one (1) photo on each listed property and must be a true representation of the existing structure. All photos, sketches, renderings, or depictions submitted to the service must reflect an accurate portrayal of the property for that particular

listing. At least one photo must appear in the MLS listing upon entry unless written documentation requesting a photo not be submitted is signed by the Seller and submitted to the MLS.

New Construction (to be built, under construction properties) will require, upon entry, a minimum of one (1) photo on each listed property. A rendering or sketch of the property is acceptable. Upon changing status of the listing to "Sold" all photos to be of the actual property once construction is complete. At least one photo must appear in the MLS listing upon entry unless written documentation requesting a photo not be submitted is signed by the Seller and submitted to the MLS.

MLS Staff is authorized to remove any photo in violation of this policy and send notification to the listing agent and office broker.

a) Once photos, renderings, depictions, or virtual tours on listings have been submitted to the service they cannot be downloaded and resubmitted by others on their listings without written consent from the listing agent who originally submitted the photo, sketch, rendering, depictions, or virtual tours to the service.

b) Photo/Image Description: Photo/Image description text shall not include commission, bonus, security, agent contactor web site information. No broker or licensee sponsored by said broker shall use advertising which is misleading or inaccurate or in any way misrepresents any property, terms, value, policies, or services of the business conducted. Photos cannot include humans, autos with license plates, agent/brokerage branding or anything that can be considered a Fair Housing violation.

MLS Staff is authorized to add a watermark to any photos/imagery uploaded into TVRMLS, MLS platform(s).

Section 1.2.0.3 RESIDENTIAL PROPERTY DISCLOSURE REQUIREMENT: A completed and signed Residential Property Disclosure is REQUIRED to be attached to all applicable listings in the MLS before the listing can go live.

Section 1.2.0.4 COMING SOON ADDENDUM REQUIREMENT: A completed and signed Coming Soon Addendum is REQUIRED on all Coming Soon - No Show listings before the listing can go live.

Section 1.2.0.5 ATTACHMENTS: Other than listing related, broker supplied forms; ATTACHMENTS in the MLS cannot include advertising or contact information.

Section 1.2.0.6 Non-Listed Solds/Comparable Sale

Comparable Sale have the same photo requirements as Residential, Multifamily, Commercial, and Lease properties as stated in Section 1.2.0.2. The Tennessee Virginia Regional MLS recommends uploading at least three photos of the interior living area, such as the kitchen, living room, bedroom in addition to the one exterior front view that is required. No duplicate photos may be used.

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.

All properties must be accurately pinned on the map.

Section 1.2.1 Limited-Service Listings

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

a. 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)

b. 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)

c. advise the seller(s) as to the merits of offers to purchase

d. assist the seller(s) in developing, communicating, or presenting counteroffers

e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code in the MLS compilations 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.

Participants offering limited service listings are subject to all MLS Rules and Regulations.

Section 1.3 Multiple Listing Options for Sellers

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

Delayed Marketing: Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for Zero (0) days. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a matter consistent with the seller's choice.

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

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

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

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale. Each MLS has the unfettered local discretion in determining what is most suitable for their marketplace regarding a Delayed Marketing Exempt listing which includes adopting "0" days or to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy.

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 1.03, Mandatory Submission upon Marketing (Clear Cooperation).

Section 1.4 Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within 3 business days after the authorized change is received by the listing broker.

Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property must be withdrawn from the MLS by the Listing Broker before the expiration date of the listing agreement if the Listing Broker has received written instructions from the seller to withdraw the listing from the MLS. Listing Broker may withdraw any listing from the MLS 3 business days after providing seller with written notice of the broker's intention to withdraw the listing based on a dispute with the seller regarding the terms of the listing agreement. The MLS may require the Listing Broker to provide a copy of any notice of dispute or any written instructions from the seller. Sellers do not have the unilateral right to require the MLS to cancel any listing. However, the MLS reserves the right to remove a listing from the MLS database if the seller can document that his or her listing agreement with the Listing Broker has been terminated or is invalid. Withdrawal from the MLS with the seller's consent does not relieve the obligation of the Listing Broker to report the sale and sales price if it closes escrow while the seller is represented by the Listing Broker.

Section 1.5.1 When an agent changes a listing to the CANCELED status, that listing may not be re-entered by the same agent (or another agent within the same office) within 30 calendar days unless that agent has transferred to a new company.

Section 1.5.2 There is a 30-day waiting period to reenter a listing as new if it is withdrawn, cancelled or expired unless listed with a different firm. Otherwise, the listing should appear as Back on Market.

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.

Section 1.7 Listing Price Specified

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

Section 1.8 Option not selected

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

The multiple listing service shall not display, fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not display, fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. The MLS also agrees NOT to create an alternative method to display fix, control, recommend, suggest commissions or fees.

Section 1.10 Expiration of Listings

Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

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

Section 1.11 Termination Date on Listings

Listings filed with the service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

Section 1.12 Service Area

Only listings of the designated types (Residential Sale (1-4 units), Residential Land and Residential Income (1-4 units)) of property located within the Service Area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's Service Area will be accepted if submitted voluntarily by a participant but is not required by the service.

Section 1.13 Listings of Suspended Participants

When a participant of the service is suspended from the MLS for failing to abide by a participant or subscriber duty (i.e., MLS By-laws, MLS rules and regulations, or other subscriber 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 or 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 association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to

any removal of 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 their clients.

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 obligations 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 association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association 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 MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients.

Section 1.15 Listings of Resigned Participants

Failure to Pay MLS Fees, Resignation. When a Participant or Subscriber of the MLS is suspended or expelled from the MLS for failure to pay MLS fees or charges, or if the Participant or Subscriber resigns from the MLS, the MLS shall cease to provide services to such Participant or Subscriber, including continued inclusion of listings in the MLS compilation of current listing information. In the event listings are removed from the MLS pursuant to this section, it shall be the sole responsibility of the Participant to notify the sellers(s) that the property is no longer listed in the MLS.

Violations of MLS Rules. When a Participant or Subscriber is suspended or expelled from the MLS

for a violation of the MLS Rules, TVRMLS shall cease to provide MLS services to such Participant or Subscriber except that the listings in the MLS at the time of suspension or expulsion shall, at the suspended or expelled Participant's option, be retained in the MLS compilation of current listing information 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. In the event listings are removed from the MLS pursuant to this section, it shall be the responsibility of the Participant to notify the seller(s) that the property is no longer listed in the MLS.

Section 1.16 Right of Participant to MLS Data Feed of Listing Content

TVRMLS will, upon request, promptly provide an MLS Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all the Participant's off-market listing content available in the MLS system.

Section 1.17

The Participant can use historical sold data plus all active, and pending data in their own brokerage technologies and are also authorized to upload their historical and current data to another MLS(s). The delivery charges for the Participant's listing content shall be reasonably related to the actual costs incurred by TVRMLS. The data feed will be in compliance with RESO Standards as provided for in NAR's MLS Policy Statement 7.90.

Note: TVRMLS will not limit the user of the Participant's listing content by the Participant or the Participant's designee.

Section 1.18 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)

Under the directions field, there must be detailed, turn by turn directions from a well-known point of interest to the driveway of the subject property. Do not put "GPS friendly" only. "Call for Directions" is not acceptable. (Updated 9/2019)

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, 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 cooperating brokers.

c. No one shall enter a listed property without authorization. All appointments for a listed property must be authorized through a designated showing service or the listing agent/broker, or as otherwise indicated in the Private Remarks of the MLS.

d. Once a Buyer's Broker grants access to the listed property to any third party, they MUST remain on site while the third part they have granted access to the property is on the premises. Third parties may include, but are not limited to, clients, client's family and friends, appraisers who are not TVRMLS Participants or Subscribers, inspectors, contractors, roofers, etc. This rule does not apply to the listing broker.

Section 2.1 Removed

Section 2.2 Removed

Section 2.3 Removed

Section 2.4 Removed

Section 2.5 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 broker within 3 business days after they have occurred**. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 3 days after occurrence and the listing broker shall report them to the MLS within 3 days after receiving notice from the cooperating broker.

Note 1: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants.

Note 2: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

1. categorizes sale price information as confidential and

2. 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.

Note 3: 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.

Note 4: As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.

Section 2.6 Reporting Resolutions of Contingencies
The listing broker shall report to the multiple listing service within 3 business days that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 Advertising of Listings 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 with the exception of IDX feeds.

Section 2.8 Reporting Cancellation of Pending Sale
The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately.

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

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

Refusal to Sell

Section 3 Refusal to Sell
If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the service and to all participants.

Prohibitions

Section 4 Information for Participants Only
Any listing filed with the service shall not be made available to any broker or firm not a subscriber of the MLS without the prior consent of the listing broker unless otherwise permitted in this set of rules and regulations.

Section 4.1 For Sale Signs
Only the for-sale sign of the listing broker may be placed on a property. And a subscriber only may place a for sale sign on a property with a listing agreement.

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.

Section 4.3 Solicitation of Listing Filed with the Service
Participants shall not solicit a listing on property filed with the service unless such solicitation is consistent with Article 16 of the REALTORS®' Code of Ethics, its Standards of Practice, and its Case Interpretations.

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

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

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

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

Section 4.4 Use of the Terms MLS and Multiple Listing 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 are able to 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.

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)

Section 4.6 No Filtering of Listings
Participants and Subscribers must not filter out or restrict MLS listings that are communicated to consumers 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)

Section 4.7 Sharing MLS Login Credentials
No MLS user may share their login credentials to the Flex dashboard to any other MLS user, or non-user.

Section 4.8 Coming Soon - No Show Violations
Key Points:

- Maximum Time Frame in Coming Soon Status: 14 Days (Calendar Days).
- Listing will automatically move to Active Status on the Start Showing Date.
- Once the property has moved out of Coming Soon Status, it may not be changed back to Coming Soon Status.
- Property may not be shown for any reason.
    - If property is shown, the property must be moved to the Active Status within One (1) Business Day.
- Days on Market do not accrue while in Coming Soon Status.
- Coming Soon Listings will be included in data feeds for display on IDX, VOW and Syndication websites unless excluded under Broker Distribution.
- Coming Soon Listings follow the same rules for photos as Active Listings.
- If a sign is placed on the property, a Coming Soon Sign Rider is required.
- Coming Soon Addendum is required to be uploaded to all Coming Soon Listings.

Any violation of the above key points of Coming Soon status will result in a fine for the listing agent and broker.
First violation = $500 for the Listing Agent and $500 for the Broker,
Second violation = $1,000 for the Listing Agent and $1,000 for the Broker,
Third violation = Board Hearing for Agent and Broker.

Section 5 No Compensation Specified on MLS Listings
Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.
Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

Note 1: The multiple listing service shall NOT have a rule requiring the listing broker to disclose the amount of total negotiated commission in their listing contract, and the multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker. The MLS shall NOT have a rule requiring the buyer's broker to disclose the amount of total negotiated commission in their buyers representation and the MLS shall not disclose in any way the totally commission negotiated with the buyers and the buyer's representative.

Note 2: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. TVRMLS requires participants to disclose potential short sales when participants know a transaction is a potential short sale. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers.

Section 5.0.0 Required Consumer Disclosure
Disclosures of Compensation: MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).

2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.

Section 5.0.1 Disclosing Potential Short Sales
Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Amended 8/24)

Section 5.0.2 Written Buyer Agreement
Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;
b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. (Adopted 8/24)

Section 5.1 Participant as Principal
If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in 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.

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

LOCKBOX KEY USE, SECURITY and ENTRY FOR SHOWINGS: The HOLDER of the Lock Box Key is responsible should the key come into possession of unauthorized persons as the SECURITY of the Key boxes may be compromised. Lockbox Keyholder and the unauthorized participant/subscriber shall be subject to fines and penalties set by the Board of Directors of the TN/VA Regional MLS for failing to comply with security policies established by the Board of Directors. (Adopted 4/2006; Revised 11/2006)

The Multiple Listing Service offers a common key lockbox service to the homeowner, clients of its Participants for greater accessibility to the listed property by those authorized to use the service. Multiple Listing Service subscribers attach a key lock box on a listed home for sale and the house key inside the box. Qualified keyholders use their issued Multiple Listing Service key to open the lockbox. Keyholders must digitally sign agreements as to its use and care. Only authorized subscribers of the Multiple Listing Service are authorized to use the lockbox key. A security system of the Multiple Listing Service key issuance has been developed to ensure the best possible safeguards. All keyholders pledge to abide by this security system by digitally signing the master key custody agreement and abiding by the following common key lockbox rules:

1. All appointments for showing or accessing property with a Multiple Listing Service lockbox must be scheduled through the listing broker.
2. Keyholders using the Multiple Listing Service key must remember to shut all windows, turn off all lights, and lock all doors after showing the property.
3. Keyholders will report to the listing broker the results of the showing as soon as possible.
4. Keyholders with any change in status (release, transfer, suspension or revocation) will immediately notify the Multiple Listing Service.

5. Listing brokers will notify the seller, at the time of listing, of the Multiple Listing Service Lockbox System. The seller will be asked for permission to use the Multiple Listing Service lockbox.

The BROKER has 48 hours to remove the lockbox from a closed, withdrawn, or expired listing or a $100.00 will be issued. (Adopted 01/2021)

Section 5.3 PASSWORD or LOCKBOX SHARING:
A $1000.00 fine will be levied for the sharing of passwords and a $2500.00 fine for giving a Lockbox Key to any unauthorized person. Any person who receives any fine, including but not limited to this $2500.00 or $1000.00 fine, has the right and opportunity to request a due process hearing on the financial penalty within 20 days of receipt of notice of the penalty. Once the participant or subscriber has (a.) had a due process hearing and, (b.) if desired, exhausted any appeals to MLS Directors who did not participate in the complaint, and (c) if or when any sanctions or fines have been determined, the sanction will begin immediately, and any monetary fine must be imposed and/or paid within 7 days after exhausting all due process rights. Failure to pay fine within the 7 days after the appeal process results in suspension of MLS services and confiscation of key. MLS password and lockbox key sharing fines will be increased by 50% per occurrence up to a maximum of $15,000 and can be modified or changed at the discretion of the board of directors. (Password Adopted 2/2006 and Lockbox Key 4/2006) ***See Section 7***

Service Charges

Section 6 Service Fees and Charges

Recurring Participation Fee: The annual participation fee of each participant shall be an amount equal to an amount times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis.

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

Section 6.0 (a): Initial Participation Fee: An applicant for participation in the Service shall pay an application fee determined by the local Association with such fee to accompany the application. (**NOTE:** The Initial Participation Fee shall approximate the cost of bringing the Service to the Participant.)

Section 6.0 (b): Recurring Participation Fee: It shall be determined from time to time upon recommendation of the MLS Board of Directors whether an annual participation fee shall be assessed to Participants. Any such annual Participation fee shall be a set amount multiplied by the number of salespersons and licensed

Section 6.1 (a): Payments: All offices are billed for subscriptions 30 days prior to the due date. If payment is not received within 30 days of invoice date, the office will be notified and have 10 calendar days to remit payment, plus 5% penalty of dues amount will be added to invoice amount. Payments received after the 10-day grace period, will be assessed a $100 re-instatement fee. (Adopted 05/2009)

Section 6.1 (b): Payment of FINES: Fines imposed by the MLS to the Participant may be paid within 20 days from receipt of fine; or Participant may request in writing, a due process hearing to appear before the Board of Directors. Once appeals determination is made, fine must be paid, within 7 days. If fine is not paid within 20 days or appeal is not requested, then service can be suspended until fine and reconnect fee is paid. Lockbox key fines are SUBSCRIBER fines and suspension of the lockbox key will occur until fine is paid or appealed before the Board of Directors. Once appeals determination is made, fine must be paid within 7 days. (Revised 03/2007)

Compliance with Rules

Section 7 Compliance with Rules—Authority to Impose Discipline
By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

a. letter of warning

b. letter of reprimand

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

d. appropriate, reasonable fine

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

f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Amended 11/25)

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. (Revised 05/14)

Note 2: MLS participants and subscribers can receive no more than three (3) CITATIONS 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 CITATIONS for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all CITATIONS 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) CITATIONS within a calendar year.

Section 7.2 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 provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant.

Section 7.3 Changes to the Citation Policy

Amendments to the Citation Policy of the service shall be by a majority vote of the members of the Board of Directors.

Section 8 – Option not selected

Enforcement of Rules or Disputes

Section 9 Consideration of Alleged Violations

By becoming and remaining a user, each user agrees to be subject to these rules and regulations.

The committee 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).

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.

Section 9.1 Violation 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 consistent with the approved Citation Policy. If a Citation is issued, there be a sanction imposed, provided the recipient of such sanction may request a Citation Review and if requested in writing may have a hearing before the TVRMLS Board of Directors.

For any rule not in the Citation Policy, or alleged violations involving unethical conduct shall be referred to the grievance committee of the association where you purchased the Tennessee Virginia Regional MLS subscription for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®.

Section 9.2 Complaints of Unethical Conduct
All other complaints of unethical conduct shall be referred by the committee to the Professional Standards Administrator of the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws.

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

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

If the MLS determines that the use of the content was unauthorized, the MLS may issue a sanction pursuant to Section 7 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 MLSs 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.

AUTHORIZATION TO USE THE STANDARD MLS LOGO

Authorized licensees use of the Logo is subject to the following limitations:

The Logo may not be modified.

The Logo may not be used as a lapel pin or jewelry.

The Logo may be used only on stationery, printed forms, websites and within promotional materials regarding MLS services.

Authorized licensees acknowledge that the National Association is the exclusive owner of the Logo.

The MLS must cease all use of the Logo in the event it is no longer solely owned and/or controlled by an association (s) of REALTORS.

The association (s) of REALTORS and MLS must cease all use of the Logo in the event any governing documents of the association (s) of REALTORS or the MLS, if applicable do not comply with the MLS policy of the National Association.

The National Association reserves the right to require authorized licensees to adhere to additional limitations on use of the Logo and to cease use of the logo for any reason within its sole discretion.

CUSTOMER SERVICE AND TECH SUPPORT

TVRMLS must display customer service and technical support contact information on the MLS website. (Adopted 1/2020) 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.

Section 9.5 Written Documentation

The following rules are related to the mission of the MLS to protect the accuracy of the data within the MLS.

a) Any Listing Broker filing any property as a listing with the MLS shall have a written listing agreement with all necessary signatures in their possession. Only listings that create an agency relationship between the seller(s) and the Listing Broker are eligible for submission to the MLS. By submitting a listing to the MLS, Listing Broker represents that they have in their possession such written agreements establishing agency and the represented type of listing agreement.

b) TVRMLS shall have the right to acquire a copy of written documentation to verify the accuracy of information entered into the MLS related to an alleged violation or to verify a required listing administrative change or update.

c) TVRMLS MLS shall also have the right to acquire a copy of any written authorization required under these rules.

d) If the Participant fails to provide documentation requested by TVRMLS within 3 business days, TVRMLS shall have the right to immediately remove the listing from the database.

e) The broker has the right to redact any or all confidential information not related to the alleged violation prior to submitted the documentation to TVRMLS

Confidentiality of MLS Information

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

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.

Ownership of MLS Compilation* and Copyright

Section 11
By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license 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, floor plans, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

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.

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

---

*The term MLS 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-leaf binder, computer database, card file, or any other format whatsoever.

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

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.

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

3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.

4. Have no actual knowledge of any complained-of infringing activity.

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

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

Section 11.1
All right, title, and interest in all data and/or content created and copyrighted by TVRMLS and in the copyrights therein, shall at all times remain vested in TVRMLS .

Section 11.2 Display
Each participant shall be entitled to lease from the Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association.*

---

*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 association.

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

Section 11.3 Transmittal of Participant's Listings to Aggregators
MLSs are not required to transmit Participants' listings to third-party aggregators or to operate a public website displaying listing information. If MLS transmits Participant's listings to third-party aggregators and/or operates a public website displaying listing information, all exclusive listings, regardless of type will be included in the data feed (unless a Participant withholds consent for such transmission), except that MLSs may exclude from such data feed any listing where both of the following conditions are present:

a. The listed property's street address or a graphic display of the property's specific location will be displayed to the public;

Use of Copyrighted MLS Compilation

Section 12 Distribution

Participants shall, at all times, shall not distribute access to the MLS other than to subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law.

Section 12.1 Display

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

Section 12.2 Reproduction

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

Participants or their affiliated licensees may reproduce MLS data and distribute to prospective purchasers a reasonable* number of single copies of property listing data contained in the MLS 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.

---

*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 MLS, 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.

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.

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

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

Use of MLS Information

Section 13 Limitations on Use of MLS Information
Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations, may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by TVRMLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from TVRMLS for the period (date) through (date).

Changes in Rules and Regulations

Section 14 Changes in Rules and Regulations
Amendments to the rules and regulations of the service shall be by a majority vote of the TVRMLS Board of Directors.

Section 15 - Option not selected

Section 16
Standards of Conduct for MLS Participants*

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 – Not Adopted

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, 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 16.10
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 16.12
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 in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with MLS participants.

Standard 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 tenants 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 16.19
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
These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS participants involving commission, fees, compensation, or other forms of payment or expenses.

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:

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

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

c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;

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

e. otherwise mislead consumers, including use of misleading images.

Standard 16.25
The services which 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.

Orientation

Section 17 Orientation
Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information are required to complete an orientation program.

Internet Data Exchange (IDX)

Section 18 IDX Defined
IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing.

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. *

---

*Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. *(Amended 05/17)*

Section 18.2 Participation
Participation in IDX is available to all MLS participants who are users and who consent to display of their listings by other participants.

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.

Section 18.2.2
MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

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.

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), type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each participant.

Section 18.2.5
Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 15 minutes.

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.

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.

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.

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.

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.

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.

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. *

Section 18.3 Display
Display of listing information pursuant to IDX is subject to the following rules:

Note: All of the following rules are optional but, if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.

Section 18.3.1
Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, property security information, etc.) may not be displayed.

Section 18.3.2*f*
Deleted May 2015.

Section 18.3.3
Deleted May 2017; moved to 18.2.12 May 2017.

Section 18.3.4
Option not selected.

Section 18.3.5
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.

Section 18.3.6
Deleted November 2006.

Section 18.3.7
All listings displayed pursuant to IDX shall show the MLS as the source of the information. *

Section 18.3.8
Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. *

*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 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 18.3.9
The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer.

Section 18.3.10
Option not selected.

Section 18.3.11
Option not selected.

Section 18.3.12
Display of the status as expired or withdrawn is prohibited.

*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. *(Amended 05/17)*

Section 18.3.13
Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

Section 18.3.14
Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS.

Section 18.3.15
Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data, or a violation of MLS rules related to use by consumers.

Section 18.3.16
Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party.

Section 18.4 Service Fees and Charges
Option not selected.

Section 19
Virtual Office Websites (VOWs)

Note: Adoption of Sections 19.1 through 19.14 is mandatory.

Section 19.1 VOW Defined

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

b. As used in Section 19 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees—except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all 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.

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

d. As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information, pending and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 19.2

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

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

c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW.

Section 19.3

a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.

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

ii. The participant must obtain the name of and a valid 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.

iii. The participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The participant must also assure that any e-mail address is associated with only one username and password.

b. The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, 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.

c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:

i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant

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

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

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

v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database

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

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

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.

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.

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

Section 19.6
a. 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.

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

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

---

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

Section 19.7

a. Subject to Subsection b., below, a participant's VOW may allow third parties:

   i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

   ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

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

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.

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.

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.

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.

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, type of property, and whether the listing broker is a REALTOR®.

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.

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.

Note: Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.

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

a. the seller's and occupant's name(s), phone number(s), or e-mail address(es)

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

Section 19.16
A participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 19.17
A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.

Section 19.18
A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm.

Section 19.19
A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

Section 19.20
A participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 19.21
A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.22
A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.23
Option not selected.

Section 19.24
Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.25
Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

Back Office Feed/Confidential Data

That participants are entitled to use, and MLSs must provide to participants, the BBO Data, for BBO Use subject to the Terms below:

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

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

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

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

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

"Terms" mean the following:

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

MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that "Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent."

REAL ESTATE TRANSACTION STANDARDS (RETS AND RESO STANDARDS) (Adopted 11/2020) M

The integrity of data is a foundation to the orderly real estate market. TVRMLS has implemented the RESO Standards including: The RESO Data Dictionary and the RESO Web API and will keep current by implementing new releases of RESO Standards within one year from ratification. Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance Certification Process. Web API data access provided to participants and subscribers must have no less than the same data available via data access methods such as RETS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard. (amended 11/2020)

Appendix A

TVR MLS Fines

	1st Violation	2nd Violation	3rd Violation	4th Violation
1. 48 hours to remove lockbox	$100	$250		
2. New listings within 1 Business Day	$100	$250		
3. Status Changes – 3 Business Days	$100	$250		
4. Self-Promotion	$100	$250		
5. Incomplete or Missing PCR	$100	$250		
6. Immediately Re-entering before 30 days a. Withdrawn, expired or cancelled	$100	$250		
7. Sharing Flex Username/Password	$1000			
8. Sharing Lockbox eKey	$2500			
9. Having Compensation/Commission in MLS (or in any service provided by MLS)	24 Hour Warning	$500	$1000 Mandatory Education	$1500 Board Hearing for Possible Suspension (Agent & Broker)
10. Active Status Exception Policy Violation	$250	$500 Mandatory Education		
11. Coming Soon Violation	$500 each Agent & Broker	$1000 each Agent & Broker	Board Hearing for Agent & Broker	
12. Failure to Pay MLS Dues (Brokers Only)	5% Penalty, $100 reconnect after 10 days			