

# HEARTLAND MULTIPLE LISTING SERVICE, INC.

## Rules & Regulations



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**RULES AND REGULATIONS  
OF THE  
HEARTLAND MULTIPLE LISTING SERVICE, INC.  
(HMLS)**

**LISTING PROCEDURES**

**SECTION 1 - LISTING PROCEDURES**

All data on listings of single family homes, vacant lots, acreage, 2 family, 3 family and 4 family residential buildings, including all sales made from a model home taken on an Exclusive Right to Sell listing agreement within the HMLS service area shall be entered into the MLS system after all necessary signatures of the sellers have been obtained. Failure to do so within the prescribed time frame will result in a fine. The time frame for compliance and fine for non-compliance are set out in Section 7.3 or published on the MLS site.

Listings on properties of the types that are permitted, but not required, to be submitted to the Heartland MLS system shall not be subject to the provisions of these Rules and Regulations governing the time within which listings must be submitted to the Heartland MLS system: provided, however, that, upon submission of any non-mandatory listings to the Heartland MLS system, Participants or Subscribers shall be responsible for compliance with all provisions of these Rules and Regulations that apply to listings that have been submitted to the Heartland MLS system.

Mobile homes may be entered into the MLS system only if land is included in the sale.

Exclusive Agency listings may be entered into the MLS system and, if entered, Heartland MLS Rules and Regulations will apply. Exclusive Agency listings submitted to Heartland MLS must be clearly identified as an Exclusive Agency in the listing data by placing "EA" in the listing type section.

Exclusive Right to Sell listings with named prospects exempted (exclusions) should be clearly distinguished from Exclusive Right to Sell listings with no named prospects exempted by placing a "PX" in the listing type section.

Heartland MLS shall not accept net listings, open listings or non-exclusive listings, nor shall Heartland MLS accept any exclusive agency or exclusive right to sell listing with more than one firm identified as the listing broker if one or more of the identified listing brokers are not Participants in Heartland MLS. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients.

The exclusive right-to-sell listing is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Heartland MLS shall accept exclusively listed property that is subject to auction, provided that such auction listings are clearly identified as Auction Listings by selecting "Auction" in the Special Listing Conditions field. Auction Listings shall be further governed by the provisions of Section 1.3.1.

The listing agreement of a property entered into the MLS database by the listing broker shall include the seller's written authorization to the listing broker to place data about the property, including virtual tours and images depicting the property, in the MLS database compilation for dissemination to MLS Participants and Subscribers, and for further dissemination of such data to other internet data sources and aggregations as deemed appropriate by the MLS. The listing agreement shall further authorize the listing broker to report sales information about the property, including the price at which the property sold, or is contracted to be sold, to the MLS for dissemination to MLS Participants, Subscribers, and other licensees or users of the MLS database compilation. If the property listing documentation is not corrected/completed and provided to HMLS within three (3) business days of notification by HMLS, the listing will be removed.

## **SECTION 1.1 - LISTING SUBJECT TO RULES AND REGULATIONS OF HEARTLAND MLS**

Any listing taken on a contract to be entered into the Heartland MLS database is subject to the Rules and Regulations of Heartland MLS upon signature of the seller(s).

### **SECTION 1.1.1 – CLEAR COOPERATION POLICY**

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

For the purposes of Private Office Exclusive listings and the National Association of REALTORS clarification, the following note applies:

Note 1: One-to-one private communications between the listing broker/agent and any agent outside the listing brokerage are permitted; however, multi-brokerage communications about a listing will constitute public marketing under CCP.

## **SECTION 1.2 - DETAIL OF LISTINGS FILED WITH HEARTLAND MLS**

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. Property data, when filed with Heartland MLS, shall be complete in every detail which is ascertainable and shall be restricted to only the property data as specified on the Property Data Form. No reference shall be made to a Participant's or Subscriber's identifying information including, but not limited to, the Participant's or Subscriber's individual or company name, telephone number, fax number, photograph, or email address, in any field on a Property Data Form unless specifically permitted or required by such field, or as may be permitted or required under Section 12.3 of these Rules. Detail information for each listing shall be limited to descriptions of the property. In the event a listing is not complete in detail or makes reference to Participant or Subscriber identifying information not specifically authorized by these Rules, the Participant or Subscriber shall be subject to penalties as provided for in Section 7.3.

## **SECTION 1.3 - LIMITED SERVICE LISTINGS**

Limited Service Listings are listing agreements under which the listing broker will not, to the extent permitted by state law, 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) advise the seller(s) as to the merits of offers to purchase;
- (c) participate on the sellers(s) behalf in negotiations leading to the sale of the listed property.

Limited Service Listings shall be designated as “LS” in the listing type field 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. HMLS reserves the right to remove any listings from the Service for which the listing broker declines to provide the minimum level of service to the seller required by applicable state law.

### **SECTION 1.3.1 - AUCTION LISTINGS**

(a) Auction listings entered into the MLS system shall be clearly labeled as Auction Listings, and shall specify the seller's minimum bid price, whether the auction is being conducted with or without the seller's right of reservation, the time, place and date of the auction, the procedures by which Participants or Subscribers shall register their representation of a potential bidder at the auction, the compensation to be paid to the Participant or Subscriber representing the successful bidder, the time or manner in which potential bidders may arrange to inspect the listed property, and any other information that is material to rules or procedures by which the auction will be conducted.

(b) If the seller will accept a purchase offer prior to the scheduled auction, the Auction Listing shall specify, in addition to all of the information in Section 1.3.1 (a), a List Price. The listing Participant must further indicate clearly and conspicuously in the Remarks Section that: (1) the property is available for showing, (2) purchase offers may be submitted for acceptance prior to the scheduled auction, and any time limitations applicable to the submission or

consideration of such offers prior to the auction, and (3) if a purchase offer is accepted prior to, or on the date of, the scheduled auction, the auction of the property will be cancelled.

(c) If a listing Participant or a seller of an active listing in the MLS system subsequently places the listed property for auction with an auctioneer who is not a Participant in the MLS, the listing Participant shall either (1) change the status of the listing to an auction listing in compliance with the provisions of Section 1.3.1(a) if the property remains listed with the Participant during the period the property is subject to auction, or (2) withdraw or cancel the listing in the MLS system if the listing Participant's listing has been suspended or cancelled by reason of the auction and, as a result, the Participant has no control over the listing. Failure to do so within the prescribed time frame will result in a fine. The time frame for compliance and fine for non-compliance are set out in Section 7.3 or published on the MLS site.

### **SECTION 1.3.2 – NEW CONSTRUCTION LISTINGS**

New construction listings entered into the MLS as residential shall be platted and permissible, display a photo, floorplan, or rendering of future structure, estimated completion data displayed, and lot is zoned correctly for future structure. In addition to a photo or photos, the floorplan or rendering may be uploaded to supplements.

Failure to comply with these requirements within (3) three business days of notification by Heartland MLS will result in removal of listing data and reentry as vacant lots/land.

### **SECTION 1.3.3 – COMING SOON LISTINGS (FKA PRE MLS)**

The Coming Soon listing status is defined in Section 7.3. The policies for Coming Soon listings are listed below.

- (a) The InternetListing field (Display Listing, which controls syndication) will default to Yes with the option to modify to No at any time after the ListingContractDate at the direction of the seller.
- (b) The “ActivationDate” (Future Live Date) for when showings begin may not be set past two weeks prior to the Expiration Date of the listing.
- (c) Sight Unseen Offers are allowed to be accepted as there is a valid listing agreement in place. The listing must be modified to Active status and then an appropriate contract status (Show for Backup, Contingent, Pending) immediately or up to one calendar day after the accepted contract. Heartland MLS requests a reference of “Sight Unseen Offer Accepted” be placed in the Public/Private Remarks sections of the listing.

### **SECTION 1.4 - EXEMPTED LISTINGS**

An exempt listing is a listing whereby the seller requests privacy and wishes to withhold the listing from being publicly marketed for the entire listing period.

A Private Office Listing Modification to Exclusive Right to Sell Contract (Heartland MLS Private Office Exclusive Form) shall be signed by the seller(s) acknowledging they understand their property will be entered into the MLS system and only viewable by Participants and Subscribers within the same brokerage. The listing cannot be publicly marketed and listing information shall not be included in any IDX, VOW, or MLS listing syndication feeds for the entire listing period.

If an exempt listing is publicly marketed as laid out by Section 1.1.1 of these rules it shall be entered into the MLS system immediately or be subject to a penalty if not changed to Active status within one (1) business day of the violation as set out in Section 7.3. Repeat offenders of this rule may be subject to additional fines and/or sanctions being assessed as set forth in Sections 7 and 7.3 of these rules or published on the MLS site.

For exempt listings, a copy of the Private Office Listing Modification to Exclusive Right to Sell Contract (Heartland MLS Private Office Exclusive Form) shall be submitted as a supplement to the listing on the MLS system (supplement) submitted only viewable by Listing Participant, Listing Subscriber and MLS staff. Failure to do so within the prescribed time frame will result in a fine as set out in Section 7.3 or published on the MLS site.

### **SECTION 1.5 - CHANGE OF LISTINGS**

Any change in listed price or other terms of the original listing agreement shall be made only when authorized in writing by the seller(s) or Participant and shall be entered into the Heartland MLS system. Failure to do so within the prescribed time frame will result in a fine. The time frame for compliance and fine for non-compliance are set out in Section 7.3 or published on the MLS site.

## **SECTION 1.6 - WITHDRAWAL OF LISTING PRIOR TO EXPIRATION**

Listings of property may be withdrawn from Heartland MLS by the listing Participant before the expiration date of the listing agreement only when authorized in writing by the seller(s). This information must be reported in the MLS system. Failure to do so within the prescribed time frame will result in a fine. The time frame for compliance and fine for non-compliance are set out in Section 7.3 or published on the MLS site.

Sellers do not have the unilateral right to require an MLS to withdraw or cancel a listing from the Heartland MLS system without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, Heartland MLS may withdraw or cancel the listing from the Heartland MLS system at the request of the seller.

It shall constitute a violation of Section 2.4 of these Rules for a listing broker, with or without the permission or direction of the Seller or the Buyer, to submit a listing withdrawal or cancellation notice after a sales contract has been agreed upon or executed, and thereafter to fail or refuse to report the pending sale or the closing of the transaction to Heartland MLS.

The reclassification of a listing Participant's listing to withdrawn or cancelled in the Heartland MLS system shall not have any effect on any claims or causes of action that the original listing broker may have against the seller or the subsequent listing Participant resulting from the withdrawal or cancellation of the original listing broker's listing from the Heartland MLS system.

## **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 Heartland MLS compilation of current listings unless the property is subject to auction. If range pricing is utilized, the high end of the price range will be placed in the List Price field, "R" will be placed in the Range Pricing field and the low end of the price range will be placed in the Low List Price field.

## **SECTION 1.8- LISTING MULTIPLE UNIT PROPERTIES**

All properties which are to be sold or which may be sold separately must be indicated individually in the listing agreement and in the property data. If the property listing documentation is not corrected/completed and provided to HMLS within three (3) business days of notification by HMLS, the listing will be removed.

When part of a listed property has been sold, proper notification should be reported in the Heartland MLS system. Failure to do so within the prescribed time frame will result in a fine. The time frame for compliance and fine for non-compliance are set out in Section 7.3 or published on the MLS site.

## **SECTION 1.9 - NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS**

Heartland MLS shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, Heartland MLS shall not fix, control, recommend, suggest or maintain the division of commission or fees between cooperating Participants or between Participants and Non-Participants.

## **SECTION 1.10 - EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS**

Any listing filed with the service automatically expires upon the expiration date of the listing agreement unless renewed or extended by the listing broker and a notice of extension is entered into the Heartland MLS system prior to expiration.

If notice of extension is received by Heartland MLS prior to expiration, then such notice of extension need not be published by Heartland MLS.

If notice of renewal or extension of a listing agreement is dated after the expiration of the original listing, it may then be entered as a new listing or brought back as active status. Any extension or renewal of a listing agreement must be signed by the seller(s).

### **SECTION 1.11- TERMINATION DATE ON LISTINGS**

Listings shall bear a definite and final termination date as negotiated between the listing broker and the seller(s). If the property listing documentation is not corrected/completed and provided to HMLS within three (3) business days of notification by HMLS, the listing will be removed.

### **SECTION 1.12- SERVICE AREA**

Only listings of the designated types of property located within the counties in the states of Kansas and Missouri and Craig, Nowata, Osage, Ottawa and Washington counties in Oklahoma are required to be submitted to Heartland MLS. Listings of property located outside these states will be accepted if submitted voluntarily by a Participant but cannot be required by Heartland MLS.

### **SECTION 1.13- LISTINGS OF SUSPENDED PARTICIPANTS**

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

### **SECTION 1.14- LISTINGS OF EXPELLED PARTICIPANTS**

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

### **SECTION 1.15- LISTINGS OF RESIGNED PARTICIPANTS**

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

### **SECTION 1.16 - WRITTEN DOCUMENTATION**

Participants and Subscribers filing listings with Heartland MLS shall have a valid written listing agreement with all necessary signatures in their possession. By entering a listing into the Heartland MLS system, Participants and Subscribers represent that they have in their possession such written agreements and the represented type of listing agreement. Heartland MLS shall also have the right to request a copy of the seller's written authorization required under these rules. If the Participant fails to provide documentation requested by Heartland MLS within the prescribed time frame, Heartland MLS shall have the right to immediately delete any listings from the database in addition to disciplining the Participant for a violation of Heartland MLS Rules. Failure to do so within the prescribed time frame will result in a fine. The time frame for compliance and fine for non-compliance are set out in Section 7.3 or published on the MLS site.

### **SECTION 1.17- LOCKBOX COMBINATIONS**

No lockbox combinations shall be entered anywhere in the Heartland MLS system to include but not limited to the following: listing information, Open House and MLS Tour. Violations of this rule shall be subject to an automatic penalty as set out in Section 7.3 of these rules or published on the MLS site.

### **SECTION 1.18 – LISTINGS OF “RETIREMENT” PROPERTIES**

Any listing otherwise eligible for dissemination in the Heartland MLS database that is located within a “retirement” community, or subject to any restriction that limits occupancy of the property to persons over a certain age, shall include a statement specifically disclosing such restriction in the “Remarks” Section of the property data record. Before such a listing is input into the Heartland MLS database, the listing Participant shall secure a written representation from the seller that any restriction on the age of the occupants of the property does not violate any federal, state, or local law, and that the seller shall defend, indemnify, and hold harmless, the listing Participant, Heartland MLS, and any cooperating broker from any losses, damages, or defense costs and expenses, including attorney fees, in the event the seller’s representation is inaccurate. This written representation and indemnification commitment of the seller shall be kept in the file of the listing Participant and produced to Heartland MLS upon request. If the written representation and indemnification commitment of the seller are not provided to HMLS within three (3) business days of notification by HMLS, the listing will be removed. Notwithstanding any representations or indemnity commitments of the seller, the listing Participant’s submission of a listing to the Heartland MLS database that is subject to a restriction on the age of the occupants of the property shall constitute the listing Participant’s commitment to defend, indemnify, and hold harmless Heartland MLS, and any cooperating Participant who markets the property in a manner consistent with the age limitations stated on the listing record, from any losses including damages of any type whatsoever, and defense costs and expenses, including attorneys fees, arising from any claim or allegation by a private party or government agency that such age restrictions violate any federal, state or local law or regulation.

### **SECTION 1.19– SECOND LISTING AGENT FIELD**

Only licensed agents who are Participants or Subscribers of Heartland MLS and of the same brokerage company may appear in the Second Listing Agent field on property listing data. Listing Coordinators may appear in the Showing Agent Information on the listing data.

When a listing is submitted to the Heartland MLS system designating the name of a Team in the First Listing Agent field, the name of the Participant or Subscriber within the Team having principal responsibility for the listed property shall be entered in the Second Listing Agent Field.

### **SECTION 1.20– 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.

## **SELLING PROCEDURES**

### **SECTION 2 - SHOWINGS AND NEGOTIATIONS**

Appointments for showings and negotiations with the seller(s) for the purchase of listed property filed with Heartland MLS shall be conducted through the listing broker except under the following circumstances:

- (a.) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly with instructions in the "Private Remarks – Showing Agent Information” portion of the property data.
- (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.

In the event there is knowledge of a requirement for written approval by a third party or any special forms that are required, this information shall be disclosed in the Private Remarks - Showing Agent Information field. Any violations of this section shall be handled in accordance with Section 9.1 of these rules.

### **SECTION 2.1 - PRESENTATION OF OFFERS**

The listing broker must make arrangements to present all offers as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. In the event a property listing includes a simultaneous bidding period and offers are accumulated until a certain future date, this information, including the specific future date, must be disclosed in the Showing Agent Information field of the listing. Any violations of this section shall be handled in accordance with Section 9.1 of these rules.

### **SECTION 2.2 - SUBMISSION OF WRITTEN OFFERS AND COUNTER OFFERS**

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

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

Any violations of this section shall be handled in accordance with Section 9.1 of these rules.

### **SECTION 2.3 - RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER/COUNTER OFFERS**

The cooperating broker (subagent, buyer agent, or broker acting in other agency or non-agency capacity) or his representative shall have the right to be present when an offer they secured is presented by the listing broker to the seller(s) of any offer he secures to purchase. He does not have the right to be present at any discussion or evaluation of that offer by the seller(s) and the listing broker. However, if the seller(s) gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

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

### **SECTION 2.4 - REPORTING SALES TO SERVICE**

Pending sales (including private office listings) shall be reported in the Heartland MLS system by the listing broker. The closing of a sale, including the sale price, shall also be reported to Heartland MLS within the prescribed time frame in Section 7.3. 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 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. Failure to do so within the prescribed time frame will result in a fine as set out in Section 7.3 or published on the MLS site.

It shall be a violation of this Section for a listing broker to agree to cancel or withdraw a listing prior to its expiration pursuant to Section 1.6 and thereafter fail to report a sale or closing of a sale in which the listing broker participated. If the accurate sold data is not entered into the MLS system within three (3) business days of notification by HMLS, the listing agent's MLS service will be suspended until the data is entered. Any appropriate fines will also be assessed as set out in Section 7.3 or published on the MLS site.

Failure to produce closing documents within three (3) business days of notification from Heartland MLS supporting any sold data entered in the automated system shall result in a termination of MLS right, privileges, and services and a fine up to \$500.

**SECTION 2.5 - REPORTING ON CONTINGENCIES**

The listing broker shall report to Heartland MLS within the prescribed time frame that a contingency on file with Heartland MLS has been fulfilled or renewed, or the agreement canceled. Failure to do so within the prescribed time frame will result in a fine. The time frame for compliance and fine for non-compliance are set out in Section 7.3 or published on the MLS site.

**SECTION 2.6 - ADVERTISING OF LISTING FILED WITH HEARTLAND MLS**

Advertising of any listing by a Participant other than the listing broker is permissible only with the consent of the listing broker. Any violations of this section shall be handled in accordance with Section 9.1 of these rules.

**SECTION 2.7 - REPORTING CANCELLATION OF PENDING SALE**

The listing broker shall report to Heartland MLS any pending sale canceled and the listing shall be reinstated or withdrawn immediately provided the Exclusive Agreement is still in effect. In the event the listing is no longer in effect, the listing shall be canceled immediately. Failure to do so within the prescribed time frame will result in a fine. The time frame for compliance and fine for non-compliance are set out in Section 7.3 or published on the MLS site.

**SECTION 2.8 - DISCLOSING THE EXISTENCE OF OFFERS**

Listing Brokers, in response to inquiries from buyers or cooperating brokers shall, with the sellers' 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 2.9 – AVAILABILITY OF LISTED PROPERTY**

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

**SECTION 3 - REFUSAL TO SELL**

If the seller(s) of any listed property entered in the Heartland MLS system refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to Heartland MLS and to the Participants.

**PROHIBITIONS**

**SECTION 4 - INFORMATION FOR PARTICIPANTS ONLY**

Any listing entered in the Heartland MLS system shall not be made available to any broker or firm not a Participant without the prior consent of the listing broker.

**SECTION 4.1 - "FOR SALE" SIGNS**

Only "For Sale" signs of the listing broker may be placed on a property. Any violations of this section shall be handled in accordance with Section 9.1 of these rules.

**SECTION 4.2 - "SOLD" SIGNS**

Prior to closing, only the "Sold" signs of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. Any violations of this section shall be handled in accordance with Section 9.1 of these rules.

**SECTION 4.3 - SOLICITATION OF LISTING FILED WITH HEARTLAND MLS**

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

**SECTION 4.4 – 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 they will receive no financial compensation from any source for those services.

#### **SECTION 4.5 – NO FILTERING OF LISTINGS**

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

#### **NO COMPENSATION SPECIFIED ON MLS LISTINGS**

#### **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 or data feeds.

Heartland MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and Heartland MLS shall not publish the total negotiated commission on a listing which has been submitted to Heartland MLS by a Participant. Heartland MLS shall not disclose in any way the total commission negotiated between the seller(s) and the listing broker. Heartland MLS prohibits disclosing in any way the total Commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Heartland MLS shall make no rule on the division of commissions between Participants and non-Participants. This should remain solely the responsibility of the listing broker.

Any violations of this section shall be handled in accordance with Section 9.1 of these rules.

#### **SECTION 5.0.0 – REQUIRED CONSUMER DISCLOSURE**

##### **Disclosure of Compensation: Heartland 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 – SHORT SALES**

A short sale is 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. Participants must disclose potential short sales when reasonably known to the listing Participants.

#### **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.

Written buyers agreements are triggered by two conditions; MLS Participants “working with” buyers and “touring a home” The “Working with” a buyer language is intended to distinguish MLS Participants who provide brokerage services to a buyer – such as identifying potential properties, arranging for the buyer to tour a property, performing or facilitating negotiations on behalf of the buyer, presenting offers by the buyer, or other services for the buyer—from MLS Participants who simply market their services or just talk to a buyer—like at an open house or by providing an unrepresented buyer access to a house they have listed. If the MLS Participant is working only as an agent or subagent of the seller, then the participant is not “working with the buyer.” In that scenario, an agreement is not required because the participant is performing work for the seller and not the buyer. Authorized dual agents, on the other hand, work with the buyer (and the seller).

Any violations of this section shall be handled in accordance with Section 9.1 of these rules.

## **PARTICIPANT IN TRANSACTION**

### **SECTION 5.1 - PARTICIPANT AS PRINCIPAL**

If a Participant or any licensee (including licensed or certified appraisers) affiliated with a Participant has any interest in property, the listing of which is to be disseminated through Heartland MLS, that person shall disclose that interest when the listing is entered into the Heartland MLS system and such information shall be disseminated to all Heartland MLS Participants.

### **SECTION 5.2 - PARTICIPANT AS PURCHASER**

If a Participant or any licensee (including licensed or 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.

## **MEMBERSHIP AND SERVICE CHARGES**

### **SECTION 6 – MEMBERSHIP**

#### **SECTION 6.1 – APPLICATION FOR PARTICIPATION**

Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors of Heartland MLS and made available to any Principal meeting the qualifications set forth in Section 16.1. The application form shall contain a signed statement agreeing to abide by these Bylaws and any other applicable Rules and Regulations of the Heartland MLS as from time to time amended or adopted.

#### **SECTION 6.2 – SERVICE CHARGES**

The following service charges for operation of the Heartland MLS are in effect to defray costs of the Heartland MLS and are subject to change from time to time in the manner prescribed.

- (a) Initial Participation Fee. An applicant for REALTOR® participation in the Heartland MLS shall pay an application fee of \$500.00 for the main office and \$100.00 for each additional branch with such fee to accompany the application. An applicant who is a REALTOR® but not a member of the Shareholder Association shall pay an application fee of \$600.00 for the main office and \$120.00 for each additional branch with such fee to accompany the application.
- (b) Quarterly Participation Charge. All Participants receiving services from Heartland MLS shall pay HMLS a quarterly participation fee for each office of the REALTOR® Participant and REALTOR® Participant who is not a member of the Shareholder Association, in an amount determined from time to time by the Board of Directors. Office staff fees (when applicable) will be billed to the Participant.
- (c) Quarterly Subscriber and Personal Assistant Fees. Each Participant shall select one of the following options for quarterly subscriber and personal assistant fees.

(1) Participant Billing - Participants shall pay Heartland MLS a quarterly fee, in an amount determined from time to time by the Board of Directors for service provided to each individual, employed by or affiliated as an independent contractor (including licensed or certified appraisers) with the Participant and each individual registered by a Subscriber as a personal assistant who has access to and who utilizes Heartland MLS.

(2) Direct Subscriber Billing - Subscribers shall pay Heartland MLS a quarterly fee, in an amount determined from time to time by the Board of Directors for service provided for themselves and their personal assistants. If direct billing of Subscribers is utilized, the ultimate responsibility for delinquent fees and charges is that of the Participant.

- (d) Payment Due. Payment of the quarterly participation fee and the quarterly fees for Subscribers, personal assistants and office staff (when applicable) shall be made in advance on or before the fifteenth and is delinquent on the twenty-eighth of the month in which the charges are billed.
- (e) Late Fees. Heartland MLS will charge a late fee if any amount is owing on the last day of any month.
- (f) Returned Check and Declined Auto-Pay Credit Card Fees. Heartland MLS will charge a fee for returned checks and declined auto-pay credit cards.
- (g) Reinstatement Fees.

(1) Participants - In the event a Participant discontinues their membership or the Participant's membership is suspended for any reason for a time period exceeding one month, they will be charged a \$400 reinstatement fee to reactivate their Heartland MLS access. After two months, they will be treated as a new applicant and will be charged the initial participation fee.

(2) Subscribers - In the event a Subscriber's service is suspended for nonpayment of fees under the direct Subscriber quarterly billing option, Heartland MLS will charge a reinstatement fee, in an amount determined from time to time by the Board of Directors, and the Subscriber shall be required to pay applicable prorated quarterly fees.

(3) Personal Assistants and Office Staff - In the event a personal assistant's or office staff's service is suspended for nonpayment of fees under the direct Subscriber quarterly billing option, Heartland MLS will charge a reinstatement fee, in an amount determined from time to time by the Board of Directors, and applicable prorated quarterly fees. The fees for personal assistants will be charged to the sponsoring Subscriber. The fees for office staff shall be charged to the Participant.

### **SECTION 6.3 – SUBSCRIBER**

All licensees affiliated with a Participant shall be Subscribers of the Heartland MLS and are subject to an initial fee and the quarterly Subscriber fees unless a Subscriber Waiver Form is submitted. Participants shall sign a Subscriber Waiver for every licensee affiliated with the firm who does not subscribe to Heartland MLS certifying the licensee does not have access to nor utilizes Heartland MLS services in any way. Licensee shall also sign said waiver. There shall be no charge for the waiver.

In the event it is determined that a Participant has a licensee in his/her office who has not completed and submitted a Subscriber Access Form or a Subscriber Waiver Form to HMLS, HMLS will charge the Participant quarterly Subscriber fees for that licensee retroactive to the date, within the current fiscal year, the agent/appraiser joined the Participant's office. If it is determined that a Participant has a licensee in his/her office who has completed and submitted a Subscriber Waiver Form to HMLS and the licensee is found to be violation of the terms of that agreement, HMLS will charge the Participant quarterly Subscriber fees for that licensee retroactive to the date, within that current fiscal year, the agent/appraiser joined the Participant's office.

### **SECTION 6.4 – APPRAISERS**

A Licensed or Certified Appraiser who is a REALTOR® member of the Shareholder Association may join as a Participant with full access. A full Participant appraiser is allowed to have other licensed or certified appraisers and appraiser trainees employed by their office join and have access to MLS as Subscribers, upon payment of all required fees and costs.

### **SECTION 6.5 – PARTICIPANT'S OFFICE STAFF**

The Participant will be granted a limited number of accesses for office staff at no charge based on the number of Subscribers on their MLS roster, as determined from time to time by the Board of Directors. There shall be an initial and a quarterly charge to the Participant for each office staff above that limit. Office staff shall be defined as individuals

who are employed by the Participant and work directly for the Participant in administrative activities and who do not participate in or perform any activities that require a real estate license.

#### **SECTION 6.6 - PERSONAL ASSISTANTS**

Personal assistant access may be authorized for unlicensed and licensed in referral assistants who are not performing any activities requiring a real estate license. A Personal Assistant Access Form must be signed by the Participant, the Subscriber and the Subscriber's personal assistant. Initial fees and quarterly personal assistant fees shall apply. The sponsoring Subscriber will be billed the fees for their personal assistants.

Appraiser trainees do not qualify for personal assistant access.

#### **SECTION 6.7 - ORIENTATION**

Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who desires access to MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and computer training related to Heartland MLS information entry and retrieval and the operation of the MLS within sixty (60) calendar days after access has been provided.

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

### **COMPLIANCE WITH RULES**

#### **SECTION 7 – AUTHORITY TO IMPOSE DISCIPLINE**

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

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

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

#### **SECTION 7.1- COMPLIANCE WITH RULES**

The following actions may be taken for noncompliance with the rules.

- (a) For failure to pay any service charge, dues or fees within ten days of the date due and provided that at least ten days notice has been given, Heartland MLS service shall be suspended until service charges, dues or fees are paid in full. Participant and Subscriber shall be notified if Subscriber is three months past due and subject to termination for failure to pay under the direct Subscriber quarterly billing option.
- (b) For failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply.

## **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 Heartland 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 Heartland MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or Subscriber to abide by the Rules and Regulations and/or 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- PENALTIES**

Entry of a listing into the Heartland MLS system before obtaining required seller's signatures or the effective date, whichever is later, shall result in a fine of \$100 for the first (1<sup>st</sup>) occurrence, \$200 for the second (2<sup>nd</sup>) occurrence and \$500.00 the third (3<sup>rd</sup>) occurrence within the same calendar year. For further occurrences after the third (3<sup>rd</sup>) other sanctions may also be assessed as set out in Section 7 of these rules.

Failure to produce a listing agreement to Heartland MLS supporting any listing entered in the automated system shall result in a \$50.00 fine and deletion of the listing from the system. Reentry of the listing purged by Heartland MLS without supporting documentation shall result in a fine of an additional \$100.00.

Failure to produce a signed written buyer agreement to Heartland MLS within three (3) business days of notice to Heartland MLS which does not comply with NAR's Mandatory Provisions will result in a fine of \$100 for the first (1st) occurrence, \$200 for the second (2nd) occurrence and \$500.00 the third (3rd) occurrence within the same calendar year. Heartland MLS reserves the right to suspend MLS rights, privileges, and services until the signed written buyer agreement is submitted. For repeat violations, in addition to a fine, other sanctions may also be assessed as set out in Section 7 of these rules.

Usage of Heartland MLS systems, products, services, and data to communicate compensation or commission to other Participants and Subscribers shall result in an immediate fine of \$100 and removal of the item (e.g. data, photo, supplement, etc.) for the first (1st) occurrence, \$200 for the second (2nd) occurrence and \$500.00 the third (3rd) occurrence within the same calendar year. For repeat violations, in addition to a fine, other sanctions may also be assessed as set out in Section 7 of these rules.

Usage of Heartland MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers or other buyer representatives. Such usage will result in termination of the Participant's access to any MLS data and data feeds as well as a fine up to \$500.00.

Failure to enter a listing into the Heartland MLS system within one (1) business day of obtaining required seller's signatures or the effective date, whichever is later, shall result in a fine of \$50.00 the first (1st) day and \$10.00 each day thereafter up to 10 days. Beginning the 11th day, failure to submit a listing to the system shall result in an additional \$200.00 fine.

Failure to enter a Coming Soon (fka Pre MLS) listing into the Heartland MLS system within one (1) business day of obtaining required seller's signatures or the effective date, whichever is later, will be treated the same as late entry of a new listing and will be fined as such.

Showing or allowing showings of a Coming Soon (fka Pre MLS) listing which has a specified future active date shall result in a \$1,000.00 fine if not changed to Active status prior to showing occurrence. For repeat violations, in addition to a fine, other sanctions may also be assessed as set out in Section 7 of these rules.

For exempted listings, failure to add a copy of the Private Office Listing Modification to Exclusive Right to Sell Contract (Heartland MLS Private Office Exclusive Form) and the Exclusive Right to Sell Contract as a supplement to the listing in the MLS system at the time of entry to Heartland MLS within two (2) calendar days of obtaining required signatures shall result in a fine of \$50.00.

Failure to enter a Private Office listing into the Heartland MLS system within one (1) business day of obtaining required seller's signatures or the effective date, whichever is later, shall result in a \$500.00 fine.

Failure to change a Private Office listing to Active status within one (1) business day of public marketing as set forth in Section 1.1.1 shall result in a \$1000.00 fine. Failure to enter the listing into the Heartland MLS system shall result in suspension of MLS rights, privileges, and services.

When requested by Heartland MLS, failure to provide a copy of listing documentation to the MLS within three (3) business days of the date of the notification shall result in a \$50.00 fine.

Failure to properly report a listing status change to Heartland MLS shall result in a \$50.00 fine. These changes and the time limits for reporting are as follows:

Contingent Contract on file	One Calendar Day
Show for Backup	One Calendar Day
Pending sales	One Calendar Day
Closing of a sale	Ten Calendar Days
Back on Market (Active)	One Calendar Day
Extension of listing	One Calendar Day
Cancellation of pending listing	One Calendar Day
Cancellation of a listing agreement	One Calendar Day
Temporarily Off Market	One Calendar Day
Withdrawal of a listing	One Calendar Day
Price change	One Calendar Day

**ACTIVE (A STATUS)** - Active shall be defined as a listing that has been entered into the MLS system and is currently available for showings.

**COMING SOON (F STATUS)** – Coming Soon (fka Pre MLS) shall be defined as a listing which is not ready to be shown but has been publicly marketed as defined in Section 1.1.1 of these rules.

**INCOMING (I STATUS)** - Incoming shall be defined as a listing that has been entered into the MLS system with a post-dated effective date up to fourteen days in the future.

**PRIVATE STATUS (POE STATUS)** - An exempt listing whereby the seller requests privacy and wishes to withhold the listing from being publicly marketed for the entire listing period.

**CONTINGENT CONTRACT ON FILE (C STATUS)** - Contingent contract on file shall be defined as any contract for sale that includes seller kick-out right. Only listings that are under a contract that includes a seller kick-out right may be represented as Contingent status in the system.

**SHOW FOR BACKUP (B STATUS)** - Show for backup shall be defined as any property which is under a contract that does not contain a timed escape clause, and for which the seller has made a written authorization/request to continue to show for backup contracts.

**PENDING SALES (P STATUS)** - Pending sales shall be defined as any fully executed contract for sale without a timed "Escape" clause or without a written authorization/request to continue to show for backup contract. All such contracts shall be represented as Pending status in the system.

**CANCELLATION OF A LISTING AGREEMENT (N STATUS)** - Cancellation of a listing agreement shall be defined as the written release of the seller from the listing agreement by the listing broker.

**TEMPORARILY OFF MARKET (T STATUS)** - Temporarily off market shall be defined as the reporting of a listing unavailable for showing for a period of three days to four weeks at any time other than the beginning of the listing period.

**WITHDRAWAL OF A LISTING (W STATUS)** - Withdrawal of a listing shall be defined as a listing which is unavailable for showing with a listing agreement still in effect.

Failure to clearly identify an Exclusive Agency Agreement or an Exclusive Right to Sell Agreement with named prospects exempted in Heartland MLS shall result in a \$50.00 fine.

**SECTION 7.3.1- NON-COMPLIANT DATA**

Please refer to Appendix A, Guidelines for Remarks or Directions Fields and Photo Requirement document for further clarification and information.

Allowing entry of lockbox combinations or information on listing data shall result in removal of the information by HMLS staff and notification to the agent. All further occurrences of the same violation on any property listing will result in an automatic \$50 fine and the information will be removed by HMLS staff.

Failure to comply with any provision of Section 12.3 – Display of Listing Data on Participants’ Public Websites shall result in a fine of \$250.00 for the first violation and \$500.00 for any subsequent violation in the same calendar year.

Allowing use by unauthorized individuals or unauthorized release of access codes/passwords shall result in a fine not to exceed \$500.00.

Release or use of Heartland MLS compilations for purposes other than stated in the Heartland MLS Rules & Regulations shall result in a fine not to exceed \$1,000.00.

**MEETINGS**

**SECTION 8 - MEETING OF HEARTLAND MLS BOARD OF DIRECTORS**

Meetings shall be held in accordance with Section 16 of the Bylaws.

**SECTION 8.1 - CONDUCT OF THE MEETINGS**

The President or President-Elect shall preside at all meetings or in their absence an Acting President shall be named by the President or upon his failure to do so, by the Directors.

**ENFORCEMENT OF RULES OR DISPUTES**

**SECTION 9 - ENFORCEMENT OF RULES AND REGULATIONS**

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

Upon receiving a written notice of violation Participant will have ten calendar days to give notice of appeal to the staff of Heartland MLS. If the appeal is denied, the Participant has ten calendar days to elect to have the appeal presented to the Heartland MLS Board of Directors for final decision.

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

**SECTION 9.1 - VIOLATION OF RULES AND REGULATIONS**

If the alleged offense is a violation of Rules and Regulations of Heartland MLS and does not involve a charge of alleged violation of one or more of the provisions of Section 15 of the Rules and Regulations or request for arbitration, it may be administratively considered and determined by the Board of Directors or staff of Heartland MLS, and if a violation is determined, the Board of Directors or staff may direct the imposition of sanction, provided that the recipient of said sanction may appeal the sanction to the Shareholder Association for a hearing by the Professional Standards Committee in accordance with the Bylaws of the Association within twenty (20) calendar days following the notification date of the

Directors' decision. Alleged violations of Section 15 of the Heartland MLS Rules & Regulations shall be referred to the Shareholder Association's Grievance Committee for processing in accordance with the Professional Standards Policy of the Shareholder Association.

## **SECTION 9.2 - COMPLAINTS OF UNETHICAL CONDUCT**

All complaints of unethical conduct shall be referred by the Board of Directors of Heartland MLS to the Board/Association where the Participant or Subscriber is a member for appropriate action in accordance with the procedures established in said Board's/Association's Bylaws.

## **CONFIDENTIALITY OF MLS DATA**

### **SECTION 10 - CONFIDENTIALITY OF HEARTLAND MLS INFORMATION**

Any information provided by Heartland MLS to the Participants shall be considered official information of Heartland MLS. Such information shall be considered confidential and exclusively for the use of Participants and licensed Subscribers affiliated with 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 Subscribers affiliated with such Participants.

## **RESPONSIBILITY FOR ACCURACY OF DATA**

### **SECTION 10.1 -- HEARTLAND MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION**

The information published and disseminated by Heartland MLS is communicated verbatim, without change by Heartland MLS, as entered into the Heartland MLS system by the Participant. It is the responsibility of the Participant to verify the accuracy of all information, including information input by Heartland MLS at the request of the Participant. Heartland MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold Heartland MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides, either electronically or in written form.

## **OWNERSHIP OF HEARTLAND MLS COMPILATIONS AND COPYRIGHT**

### **SECTION 11 - OWNERSHIP OF HEARTLAND MLS COMPILATIONS AND COPYRIGHTS**

By the act of submission of any property listing content to Heartland MLS, the Participant represents that he has been authorized to license and also thereby does license authority for Heartland MLS to include the property listing content in its copyrighted compilation and also in any statistical report on "Comparables". Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

#### **SECTION 11.1**

All right, title and interest, including all copyright rights, in the Heartland MLS database compilation shall be vested in Heartland Multiple Listing Service, Inc.

#### **SECTION 11.2 – PHOTOGRAPHS OR IMAGES**

Participants may submit photographs or images to Heartland MLS for dissemination in conjunction with data about Participant's listings in the Heartland MLS database compilation. Photographs or images may be disseminated through the Heartland MLS database compilation only in relation to a listed property, and photographs or images disseminated through the Heartland MLS database compilation shall be limited solely to photographs or images of the listed property, the structure(s) located thereon, or amenities available only to owners of the property. A Participant who submits a photograph or image to Heartland MLS warrants that the Participant owns all copyright rights or other Intellectual Property Rights in the photograph or image, and by submitting the photograph or image to Heartland MLS, conveys to Heartland MLS a perpetual irrevocable non-exclusive license to use the photograph or image for any and all purposes deemed appropriate by Heartland MLS in its sole discretion, including, but not limited to, publication and dissemination of the photograph or image in the Heartland MLS database compilation, or display on any Internet websites to which Heartland MLS provides data about real property. Participant agrees to indemnify, defend, and hold harmless Heartland MLS from any and all damages or losses, including attorneys fees and litigation costs or expenses arising from claims

made against Heartland MLS by a third party based upon Heartland MLS's dissemination or display of the photograph or image submitted by the Participant.

### **SECTION 11.2.1 – TERMS OF USE FOR PHOTOGRAPHS OR IMAGES**

- A minimum of one (1) photo relevant to the property is required to be uploaded to any listing entered into the Heartland MLS database compilation within 48 hours of entry.
- Use of any photo by a different Subscriber is strictly prohibited without written permission from that previous Subscriber.
- All photos should pertain strictly to the subject property and may not display any names, contact information, identifying information about the Participant or Subscriber, URLs and/or links, QR codes (or similar), REALTOR® office logos and/or branding, real estate signs, license plates, people, emojis, costumes or characters. Photos of the subdivision monument sign are allowed only if accompanied by a photo of the property itself.
  - Commercial listings are allowed to display names and/or logos of businesses within close proximity to the subject property in order to demonstrate potential of traffic in the area.
    - Include a short phrase that the property is not associated with, endorsed by or sponsored by the businesses identified. We suggest using the photo description field directly under each photo that contains a business logo. This could also be written at the bottom of each photo, but photo description is sufficient.
    - Share your intent and getting the businesses identified's approval before putting logos of other companies on photos.

It shall constitute a violation of Section 1.2 subject to sanction pursuant to Section 7.3 for a Participant to submit photographs or images to Heartland MLS that violate the above terms set forth in Sections 11.2 and 11.2.1.

### **SECTION 11.2.2 – VIRTUAL STAGING**

Heartland MLS defines and permits the use of "virtually staged photos" within the following parameters: "Virtual Staging" is defined as using photo editing software to create a photo or conceptual rendering of what a room and/or property could look like, if it was staged.

- Permitted Uses – Modifying photo(s)/renderings to include personal property items not conveyed with the real property such as, but not limited to; Applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of an empty room; Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.; Disclosure of a virtually staged photo should be done in the photo description field for each photo affected.
  - If a material change to an affixed piece of the property has been made to a photo, it must be clearly stated in a legible font and size on the photo what changed and immediately followed up by a photo of what the room or property looked like at the time the property was listed. Example, digitally removing a wall to show what the room would look like with an open concept or removing carpet to show what a wood or tile floor would look like.
- Prohibited Inclusions – Modifying photo(s)/renderings to include visual elements not within a property owner's control is strictly prohibited. Examples: Editing in a view of the Heartland MLS office that is not physically possible from the specified location in the real world. Adding a lake next to the home or property that is not actually there. Adding in the Kansas City Skyline when it is not possible to see that from the property or location. Adding a sunset that isn't possible to occur from the direction shown in the photo.
- Prohibited Exclusions – Modifying photo(s)/renderings to exclude visual elements not within a property owner's control is strictly prohibited. Examples: Removing power lines, water towers and/or nearby highways that appear in the photo. Removing a structure from the photo that is part of the property.

Failure to comply with Virtual Staging Rules and Regulations shall result in all photos, with exception of the front photo, being removed from the Multiple Listing Service by MLS Staff and will be subject to a fine as set forth in Section 7.3.

## **USE OF COPYRIGHTED HEARTLAND MLS COMPILATIONS**

### **SECTION 12 - USE OF COPYRIGHTED HEARTLAND MLS COMPILATIONS - DISTRIBUTION**

Participants shall at all times maintain control over the accessibility of the Heartland MLS database compilations, whether the database is accessible on-line through direct dial up or via Internet browser software, or off-line after being downloaded to a computer or server in the Participant's office. Participant shall insure that access to the Heartland MLS database compilation is made available only to persons who are affiliated with such Participant as licensed Subscribers or those Subscribers 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. Use of information developed by or published by Heartland MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by Heartland MLS where access to such information is prohibited by law.

### **SECTION 12.1 - DISPLAY**

Participants, and Subscribers affiliated as licensees with such Participants, shall be permitted to display the Heartland MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said Heartland MLS compilation. Participants shall not, under any circumstances, allow prospective purchasers to have direct access to the Heartland MLS database compilation whether from the Participant's office or from a website operated by or on behalf of Participant, or the brokerage company with which the Participant is affiliated.

### **SECTION 12.2 - REPRODUCTION**

Except as otherwise permitted by Section 12.3 of these Rules, Participants or their affiliated licensed Subscribers shall not reproduce any Heartland MLS compilation or any portion thereof except in the following limited circumstances.

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

Any Heartland MLS information, whether provided in written form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensed Subscribers 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. Participants and licensed Subscribers affiliated with Participants may, however, transmit via e-mail or other electronic means, including facsimile, to prospective purchasers, utilizing preprogrammed software "fax on demand" programs, or otherwise, copies of individual property records contained in the Heartland MLS database compilation, and recent updates thereto, that correspond to the prospective purchasers' stated criteria, provided that the Participants or licensed Subscribers affiliated with the Participants, comply with the following requirements:

- (a) Prospective purchasers to whom listing data is transmitted have first acknowledged in writing or electronically that the listing data transmitted to them shall be used solely in conjunction with the purchasers' bona fide efforts to locate property meeting the purchasers' purchasing criteria, and that the prospective purchasers shall not resend or retransmit the listing data to any third party, nor use the listing data for any commercial purpose whatsoever.
- (b) Prospective purchasers may not receive more than fifty (50) property records in a single electronic transmission via facsimile or email.
- (c) The listing data electronically transmitted to a prospective purchaser shall be limited to the data fields otherwise available on a Participant's public website pursuant to Section 12.3.
- (d) The name of the listing broker shall be included with any data electronically transmitted to a prospective purchaser pertaining to property listed with another Participant.

- (e) The listing data electronically transmitted to a prospective purchaser shall be preceded by the following statement:

“The listing information provided in this transmission is confidential, proprietary, and copyrighted information contained in the copyrighted real estate database compilation of the Heartland Multiple Listing Service, Inc. Copyright [current year] Heartland Multiple Listing Service, Inc., all rights reserved. Heartland Multiple Listing Service, Inc. does not make any warranty or representation concerning the timeliness or accuracy of the information provided herein. In consideration for the receipt of the information set forth below, the recipient agrees to use the information solely for the private non-commercial purpose of identifying a property in which the recipient has a good faith interest in acquiring.”

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 HMLS content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. HMLS shall either permit use of existing data feeds, or create a separate data feed to satisfy this requirement. Heartland MLS may require execution of a third-party license agreement where deemed appropriate by HMLS. Heartland MLS may require Participants who will use such data feeds to pay the reasonable estimated costs incurred by Heartland 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. Non REALTOR<sup>®</sup> member Participants and Subscribers shall not have access to the comparable and statistical information.

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

### **SECTION 12.3 - DISPLAY OF LISTING DATA ON PARTICIPANTS'/SUBSCRIBERS' PUBLIC WEBSITES**

IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. A Participant is presumed to give consent to other Participants to download listings from the Heartland MLS database compilation for display on the other Participants'/Subscribers' IDX displays, including data about properties listed with the Participant, unless the Participant affirmatively notifies Heartland MLS that the Participant declines to permit the display of the Participant's listings on other Participants'/Subscribers' IDX displays. A Participant may withhold consent on a blanket or listing by listing basis. If a Participant refuses to consent to the display of his or her listings on other Participants' IDX displays on a blanket basis, then neither the Participant nor his or her Subscriber(s) shall be eligible to download, frame, or display from Heartland MLS database compilation other Participants' listings on the Participant's or Subscriber's IDX displays. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display. A Heartland MLS Subscriber may display Heartland MLS listing data on the Subscriber's IDX display pursuant to this Section 12.3 only if the Subscriber is affiliated with a Participant who has consented to allow other Participants/Subscribers to display the Participant's listings on the other Participants'/Subscribers' websites. The decision to withhold consent on a listing by listing basis to the display of a Participant's listing on other Participants'/Subscribers' websites can only be made by the listing Participant, and not by a Subscriber. Participants/Subscribers who download other Participants' listings from the Heartland database compilation for display on the Participant's IDX display shall observe the following additional requirements:

- (a) Participants must notify Heartland MLS of their intention to display IDX information and must give HMLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies;
- (b) Display of expired, withdrawn, temporarily off market, cancelled and coming soon (fka Pre MLS) listings is prohibited. Sold prices may not be displayed;
- (c) 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;

- (d) The name of the Listing Firm for each listing must be disclosed on the Participant's/Subscriber's IDX display, and the email or phone number provided by the listing Participant. The Listing Firm shall be identified in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc.) of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application;
- (e) The data fields that may be downloaded and displayed on an IDX display shall be limited to those specifically authorized from time to time by Heartland MLS. Confidential fields intended only for other MLS Participants and Subscribers (e.g., showing instructions and property security information, etc.) may not be displayed;
- (f) Participants/Subscribers may not alter, modify, or amend any data downloaded from the Heartland MLS database compilation relating to the listing of another Participant. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields;
- (g) 'Framing' of any Heartland MLS Internet site is prohibited;
- (h) Participants/Subscribers must refresh all MLS downloads, including listing data/photos displayed on their IDX sites and IDX displays automatically fed by these downloads at least once every twelve (12) hours;
- (i) Participants/Subscribers must display on their IDX site the date Heartland MLS listing data was last updated on the website;
- (j) Participants/Subscribers shall not transmit, retransmit, or allow the transmission or retransmission of, any listing data pertaining to other Participants' listings to any person for any purpose other than the personal, non-commercial use of the data to identify a property that the recipient of the data has a good faith interest in acquiring;
- (k) 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;
- (l) Except as provided in IDX policy and these rules, an IDX site or a Participant or Subscriber operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity;
- (m) Participants'/Subscribers' IDX sites shall not be allowed to display more than five hundred (500) listing records in response to any single search request;
- (n) Only MLS REALTORS® holding participatory rights in Heartland MLS and licensed as real estate brokers, and their Subscribers who hold real estate broker's or salesperson's licenses, may display other Participants' listings;
- (o) Participants/Subscribers must include the following disclaimer on each page of the Participant's/Subscriber's IDX site on which other Participants' listing data is displayed:

"The information displayed on this page is confidential, proprietary, and copyrighted information of Heartland Multiple Listing Service, Inc. ("Heartland MLS"). Copyright (current year), Heartland Multiple Listing Service, Inc. Heartland MLS and (name of firm) do not make any warranty or representation concerning the timeliness or accuracy of the information displayed herein. In consideration for the receipt of the information on this page, the recipient agrees to use the information solely for the private non-commercial purpose of identifying a property in which the recipient has a good faith interest in acquiring."

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.

- (p) Participants/Subscribers may display other Participants' listing information only on websites that are wholly owned or operated by the Participant/Subscriber, or jointly owned or operated by two or more Participants/Subscribers who operate under the same brand. A Participant/Subscriber may not display other Participants' listing information on any publicly accessible website that is 'co-branded' with or sponsored by another entity that is not operating under the same brand as the Participant/Subscriber;

- (q) 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.
- (r) Any third party vendor retained by a Participant/Subscriber to design, construct, or maintain a website on behalf of a Participant/Subscriber on which other Participants’ listing information will be displayed pursuant to this Section 12.3, shall execute an agreement in a form prescribed by Heartland MLS in which the third party vendor agrees, among other things, to comply with the limitations on the use of Heartland MLS data set forth in Heartland’s MLS Rules and Regulations;
- (s) Participants and Subscribers using the IDX program shall require consumers to agree to limitations on the use of Heartland MLS data in a form determined by Heartland MLS, as may be amended from time to time, before consumers may view any search results at the Participant’s/Subscriber’s website;
- (t) Participants/Subscribers must include on each listing, at a minimum, a one-letter listing status code, and a legend defining the meaning of the letter code at an appropriate location on the Participant’s/Subscriber’s website;
- (u) Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained;
- (v) Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property (e.g. condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., Exclusive Right to Sell or Exclusive Agency). Selection of listings displayed through IDX must be independently made by each Participant;
- (w) Participants/Subscribers must display the following disclaimer, at least on the front page of their website, if they choose to display only a portion of the IDX listings available for display:

“The data relating to real estate displayed on this website comes in part from the Heartland Multiple Listing Service database compilation. The properties displayed on this website may not be all of the properties in the Heartland MLS database compilation, or all of the properties listed with other brokers participating in the Heartland MLS IDX program. Detailed information about the properties displayed on this website includes the name of the listing company.”

- (x) No Participant/Subscriber shall indicate or imply in any manner that the Participant/Subscriber is a multiple listing service or that the public has access to or may search Heartland MLS on the Participant’s/Subscriber’s website (e.g. "Search the MLS" or "Access Heartland MLS");

(y) **Accuracy of Information**

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

Any IDX display controlled by a Participant or Subscriber that 1) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or 2) displays an automated estimate of the market value of the listing (or 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, 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.

(z) **Commingling of Data/Displaying Property Information from Other Sources**

The search results and display of listing information and property details sourced from MLSs (including through Heartland MLS) may be augmented with property information from other non-MLS sources subject to the following:

- a. the information is otherwise displayed consistent with these rules;
- b. the source of the information must be prominently identified in the search results and in the display of the property's details. The source of the information must be displayed in a readily visible color and typeface not smaller than the median used in the display of the listing data. For example, no tiny text or gray text displayed on a gray background. Displays of minimal information (e.g. "thumbnails, text messages, tweets", etc., or two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application;
- c. Any function that permits a user to search among property information sourced from MLSs and from other sources must permit (but need not require) the user to choose to filter the search results based upon the source of the information (e.g., a user may choose to limit results only to properties with information sourced from MLSs).

(aa) **No Display of Offers of Compensation.**

Participants and Subscribers shall not display on any IDX website or application controlled or operated by Participant or Subscriber, any offers of compensation from either a Listing Broker or seller to any Buyer Broker or buyer representative on any property listing that is provided in the IDX data feed, other than an advertisement of potential sharing of compensation on a property subject to an exclusive listing agreement with the displaying Participant only.

A Participant who violates any of the provisions of this Rule shall be fined \$250.00 for the first violation, and \$500.00 for any subsequent violation in the same calendar year. Upon a second violation in the same calendar year, the Participant's access to IDX data may be denied.

## **USE OF MLS INFORMATION**

### **SECTION 13 - LIMITATIONS ON USE OF HEARTLAND MLS INFORMATION**

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

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

NOTE: "Based on information from the Kansas City Regional Association of REALTORS® or Heartland MLS for the period (date) through (date)."

## **ARBITRATION OF DISPUTES**

### **SECTION 14 - ARBITRATION OF DISPUTES**

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

- (a) If all disputants are members of the same Board/Association, or have their principal place of business within the same Board's/Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/Association of REALTORS®.
- (b) If the dispute is between a member of the Shareholder Association and a member of another Board/Association of REALTORS®, or a non-REALTOR® Participant, Participants remain obligated to arbitrate in accordance with the procedures of the Shareholder Association. If the property is not located within the jurisdiction of the Shareholder Association of REALTORS®, Participants remain obligated to arbitrate in accordance with the procedures of the Kansas or Missouri Association of REALTORS®.

Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a mutually agreed upon Board/Association of REALTORS®.

## **STANDARDS OF CONDUCT**

### **SECTION 15 - STANDARDS OF CONDUCT FOR MLS PARTICIPANTS/SUBSCRIBERS**

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

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

**15.3** Intentionally Left Blank

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

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

**15.6** 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. This would include marketing goods or services to Participants, Subscribers, or their clients or customers.

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

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

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

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

**15.11 Intentionally Left Blank**

**15.12** MLS Participants/Subscribers 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/Subscriber. 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/Subscriber; and Mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant/Subscriber when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilation of current listings, “for sale” or “for rent” signs, or other sources of information intended to foster cooperation with MLS Participants/Subscribers.

**15.13** MLS Participants/Subscribers, 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.

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

**15.15** On unlisted property, MLS Participants/Subscribers 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.

**15.16** MLS Participants/Subscribers, 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.

**15.17** MLS Participants/Subscribers 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 MLS or any other offer of cooperation may not be used to target clients of other MLS Participants/Subscribers to whom such offers to provide services may be made.

**15.18 Intentionally Left Blank**

**15.19** All dealings concerning property exclusively listed, or with buyers/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.

**15.20** 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.

**15.21** Intentionally Left Blank

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

**15.23** 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.

**15.24** 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:

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

**15.25** 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.

## **DEFINITIONS**

### **SECTION-16 - DEFINITIONS**

**16.1 Participant.** Any REALTOR® Member of the Shareholder or any Board/Association of REALTORS® who is a principal, partner, or corporate officer, or branch manager acting on behalf of a principal, without further qualification, and each of whom shall be eligible to participate in the services to be provided by Heartland Multiple Listing Service, Inc. (the "MLS") upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. Under no circumstances will any individual or firm, regardless of membership status, be entitled to "Membership" or "Participation" unless such individual or firm holds a current, valid Kansas and/or Missouri real estate broker's license and cooperates, or is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. 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.

**Non REALTOR® Member Participation.** Participation in the Service is also available to the firm, partnership, or corporation of a nonmember principal who has a place of business within the jurisdiction of the Shareholder Association and meets the qualifications established in these Bylaws and MLS Rules and Regulations. The non REALTOR® member principal of any firm, partnership, or corporation or the branch office manager designated by said firm, partnership or corporation shall be termed the Participant in the MLS and shall have only those rights, benefits and privileges as specified by the MLS, and shall accept all obligations to the MLS for the Participant's firm, partnership, or corporation, and for compliance with the Bylaws and Rules and Regulations of the MLS by all persons affiliated with the Participant who utilize the MLS.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. cooperate. "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 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 cooperates with respect to properties of the type that are listed with the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). This requirement does not permit the MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to cooperate. MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to cooperate only if MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants.

**16.2 Subscriber.** Any real estate licensee or certified or licensed appraiser employed by or affiliated with a Participant.

**16.3 Service Area.** The Corporation's service area shall be the counties in the states of Kansas and Missouri and Craig, Nowata, Osage, Ottawa and Washington counties in Oklahoma.

**16.4 Out of Area Listing.** A listing on a property located out of the Corporation's service area.

**16.5 MLS Rules.** The rules and regulations, as amended from time to time, of the Corporation.

**16.6 Shareholder.** A Board/Association of REALTORS® which is a shareholder of the Corporation and a member board of the National Association of REALTORS®.

**16.7 Showings.** (Pertaining to Coming Soon (fka PreMLS) status definition) A showing is defined to be anything outside of broker price opinions and estate sales. Examples of showings include (but are not limited to):

- Any viewings with potential buyers
- Broker/Agent Tours
- Showing Previews
- Open House
- Mentor Viewings

**16.8 Touring a home.** (Pertaining to section 5.0.2 – Written Buyer Agreement) Touring a home means when the buyer and/or the MLS Participant, or other agent, at the direction of the MLS Participant working with the buyer, enter the

home. This includes when the MLS Participant or other agent, at the direction of the MLS Participant, working with the buyer enters the home to provide a live, virtual tour to a buyer not physically present. A “home” means a residential property consisting of not less than one nor more than four residential dwelling units.

### **16.9 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
- 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

**16.10 Concession.** Concessions are defined as a financial benefit or discount negotiated between BUYER AND SELLER in the course of a transaction. (to be used when moving from Pending to Sold)

**16.11 Compensation.** “Compensation” is defined as a monetary or non-monetary incentive, paid to real estate brokerages including any “Bonus” defined as a monetary or non-monetary incentive directed to a selling brokerage/agent. (not to be used anywhere in HMLS)

**16.12 Incentive.** “Incentive” – An “incentive” is defined as a monetary or non-monetary benefit directed to a potential buyer. (to be identified in an Active listing for marketing)

## **VIRTUAL OFFICE WEBSITES**

### **SECTION 17 – VIRTUAL OFFICE WEBSITE (VOW)**

#### **17.1 Definitions.**

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

(b) As used in Section 17 of these Rules, the term “Participant” includes a Participant’s Subscribers – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a Subscriber, 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 HMLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use HMLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to HMLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

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

#### **17.2**

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

### 17.3

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

- (1) 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.
- (2) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
- (3) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

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

(c) If HMLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of HMLS Listing Information or a violation of HMLS rules, the Participant shall, upon request of HMLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by HMLS, 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:

- (1) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- (2) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal non-commercial use;
- (3) 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;
- (4) 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;
- (5) That the Registrant acknowledges HMLS's ownership of, and the validity of HMLS's copyright in, the HMLS 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 HMLS, and other HMLS Participants or their duly

authorized representatives, to access the VOW for the purposes of verifying compliance with HMLS 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.

**17.4** 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 Subscriber 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.

**17.5** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of HMLS 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 HMLS.

#### **17.6**

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

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a Seller Opt-Out Form as provided by HMLS.

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

#### **17.7**

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

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

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

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

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

**17.11** 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.

**17.12** 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.

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

**17.14** 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.

**17.15** A Participant's VOW may not make available for search by, or display to, Registrants any of the following confidential information:

(a) The seller's and occupant's name(s), phone number(s) or email address(es).

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

**17.16** A Participant shall not change the content of any HMLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment HMLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable HMLS 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 HMLS 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.

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

**17.18** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 listings in response to any inquiry.

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

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

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

**17.22** No Display of Offers of Compensation. Participants and Subscribers shall not display on any VOW they control or for which they receive a data feed, any offers of compensation from either a Listing Broker or seller to any Buyer Broker or buyer representative on any property listing that is provided in the VOW data feed, other than an advertisement of potential sharing of compensation on a property subject to an exclusive listing agreement with the displaying Participant only.

**17.23** Violations of these VOW rules shall be handled in accordance with current HMLS Violation Policies.

## **CHANGES IN RULES AND REGULATIONS**

### **SECTION 18 - CHANGES IN RULES AND REGULATIONS**

Amendments to the Rules and Regulations of Heartland MLS shall be by consideration and approval of the Board of Directors of Heartland Multiple Listing Service subject to final approval by the Shareholder.

**(Updated June 2025)**

**Appendix A  
Heartland MLS  
Summary of Non-Compliant Data Placement Violations  
August 2024**

Violations of non-compliant data placement are handled according to Section 7.3.1 of the HMLS Rules & Regulations and the policies currently set in place by the Heartland MLS Board of Directors. **(Please refer to the following list for examples of data/text and where they may be placed. These include links to seller’s disclosures and information regarding a bonus, open house, commission, agent or listing company name or contact information, website address, etc.)**

Here is a summary of the fine policy for placement of non-compliant data and how HMLS assesses fines for these violations. A notice to correct a violation is sent from HMLS to the agent and their broker/manager by email requiring corrective action to be taken within three business days. Failure to correct will result in a \$50.00 fine per listing with the exception of item #10, which is an automatic fine of \$100 and removal of the item for the first (1<sup>st</sup>) occurrence, \$200 for the second (2<sup>nd</sup>) occurrence and \$500 for the third (3<sup>rd</sup>) occurrence within the same calendar year.

If you receive a fine, the fine will appear on your next HMLS statement. You will then have 60 days from the date of the levy of the fine to pay the fine. If payment has not been received by HMLS by 8 AM on the 61<sup>st</sup> day, your access to the MLS system will be denied. You may use the HMLS appeal process if you feel you have been fined in error.

**Non-Compliant Data Placement  
Guidelines for Remarks or Directions Fields and Photo Requirement  
Updated 2024**

<b><u>Placement of Text/Data:</u></b> <b><u>“OK” indicates that the text or data listed in the first column may be placed in this field. All other fields are prohibited.</u></b>				
<b><u>The following text would receive a fine if placed in a Prohibited Field:</u></b>		<b><u>Public Remarks</u></b>	<b><u>Directions</u></b>	<b><u>Private Remarks/Showing Agent Information</u></b>
1.	<b>**Lockbox code or alarm code</b>	Prohibited	Prohibited	Prohibited
2.	<b>Reference to Floor Plan or Builder Name</b>	OK	OK	OK
3.	<b>**Property cannot be shown until a future date. <u>Note: Listings may not be entered in the MLS until they can be shown.</u></b>	Prohibited	Prohibited	Prohibited

<b><u>The following text would receive a fine if placed in a Prohibited Field:</u></b>		<b><u>Public Remarks</u></b>	<b><u>Directions</u></b>	<b><u>Private Remarks/Showing Agent Information</u></b>
4.	<b>**Reference to a 3<sup>rd</sup> Party Vendor</b>	Prohibited	Prohibited	Prohibited
5.	<b>**Reference to a Lender Offering Financing Incentives or Options</b>	Prohibited	Prohibited	Prohibited
6.	<b>**Bonus for Selling Agent</b>	Prohibited	Prohibited	Prohibited
7.	<b>Link to Seller's Disclosure</b>	Prohibited	Prohibited	OK
8.	<b>**Any incentive offered to a Buyer's Agent.</b>	Prohibited	Prohibited	Prohibited
9.	<b>Any incentive from Seller to a Buyer (Defined in Section 16)</b>	OK	Prohibited	OK
10.	<b>**Any reference to commission, compensation or referral fees</b>	Prohibited	Prohibited	Prohibited
11.	<b>Seller(s) name or phone number</b>	Prohibited	Prohibited	OK***
12.	<b>**YouTube Videos</b>	Prohibited	Prohibited	Prohibited
13.	<b>Agent Name or phone number</b>	Prohibited	Prohibited	OK
14.	<b>Fax Numbers</b>	Prohibited	Prohibited	OK
15.	<b>Owner/Agent</b>	OK	Prohibited	OK
16.	<b>View virtual tour at REALTOR.com</b>	Prohibited	Prohibited	OK
17.	<b>Email addresses</b>	Prohibited	Prohibited	OK
18.	<b>Website addresses</b>	Prohibited	Prohibited	OK – No cooperative compensation may be displayed on the linked page.
19.	<b>Link to a Branded Virtual/Visual Tour</b>	Prohibited	Prohibited	OK
20.	<b>Listing Office Name or phone number</b>	Prohibited	Prohibited	OK
21.	<b>**No reference to an external source or mobile mapping app. Note: 'Turn by Turn' directions from a nearby Major Street/Hwy are required.</b>	Prohibited	Prohibited	Prohibited

	<b><u>The following text would receive a fine if placed in a Prohibited Field:</u></b>	<b><u>Public Remarks</u></b>	<b><u>Directions</u></b>	<b><u>Private Remarks/Showing Agent Information</u></b>
22.	Model home/Sales Office address or wording directing to another model home or subdivision	Prohibited	Prohibited	OK
23.	Any reference to a scheduled open house/model open/sales office open, online preview or to a TV showing of the property	Prohibited	Prohibited	OK
24.	Offers to be placed on 3 <sup>rd</sup> Party Platforms	Prohibited	Prohibited	OK
25.	New Homes Subdivision Phone #	Prohibited	Prohibited	OK
26.	Reference to a Required Pre-Approval	Allowed, but <u>may display company/lender name only</u> – may not display any contact information such as a person’s name, phone number, email address, website address, etc.		
27.	Reference to a “Short Sale”	Allowed (at agent’s discretion) but SHORT SALE notice must first be entered in Showing Agent Info Field.		<b><u>Required</u></b>
28.	Link or Reference to an Inspection Report	Allowed, but may not display any reference to the name or contact info for the inspection company or the person doing the inspection.		
29.	Listing Photo	A minimum of one photo relevant to the property is required to be uploaded to <b><u>ANY</u></b> listing entered into the MLS system within 48 hours of entry.		

**\*\* Please Note: This information may not be placed anywhere on the MLS listing data.**

## Rules and Regulations Change Log

- The time frame for entering listings was changed from three business days to **two calendar days** from the list date or the seller’s signature date on the Exclusive Right to Sell, whichever is later. (Section 7.3) *(June 2018)*
- The time frame for changing status on a listing (Show for Backup, Pending and Contingent) was changed to **one calendar day** from the effective date of the contract. Changing a listing to an off-market status (Withdrawn, Temporary Off Market and Cancelled) will also be **one calendar day** from the off-market date. (Section 7.3) *(June 2018)*
- The time frame for submitting property waivers was changed from three business days to **two calendar days**. (Section 7.3) *(July 2018)*
- The definition of “Affiliate” was removed. (Section 16.3) *(July 2018)*
- Atchison and Doniphan counties were added to the Kansas service area; Andrew, Gentry, Harrison, Worth, Atchison, Henry, Holt and Nodaway counties were added to the Missouri service area. (Section 1.12 & 16.3) *(July 2018) (September 2018)*
- Because Heartland MLS is a REALTOR® only MLS, the initial participation fee, quarterly participation charge and other fees pertaining to Affiliates were removed from the services charges (Section 6.2) as well as the Appraisers section that pertained to Affiliate Appraisers was removed (Section 6.4). *(September 2018)*
- Witten affirmation stating that an offer has been submitted to the seller may be requested by the cooperating broker has been added to the rule for Right of Cooperating Broker in Presentation of Offer/Counter Offers. (Section 2.3) *(April 2019)*
- A reference fee for declined auto-pay credit card fees has been added to Service Charges. (Section 6.2) *(October 2019)*
- The phrase ‘as soon as practical’ has been added. *(Section 2.3) (November 2019)*
- The Five County territories were added to the Missouri service area; Vernon, St. Clair, Cedar, Barton and Dade counties were added to the Missouri service area. *(Section 1.12 & 16.3) (December 2019)*
- Bourbon county was added to the Kansas service area. *(Section 1.12 & 16.3) (February 2020)*
- CLEAR COOPERATION POLICY has been added. *(Section 1.1.1) (March 2020)*
- Verbiage regarding temporarily withholding a listing until a specified future date has been removed and Private Office Exclusive Agreement verbiage and requirements have been added. *(Section 1.4) (March 2020)*
- The time frame for entering listings was changed from two calendar days to **one (1) business day** from the list date or the seller’s signature date on the Exclusive Right to Sell, whichever is later. This includes Coming Soon (fka Pre MLS.) *(Section 7.3) (March 2020)*
- A Private Office Exclusive Agreement is required to be submitted to Heartland MLS within two (2) calendar days of obtaining required signatures shall result in a fine of \$50.00. *(Section 7.3) (March 2020)*

- Exempted listing penalty verbiage has been added stating if publicly marketed a \$1000.00 fine will be assessed and listing shall be entered into the MLS system within one (1) business day of the violation. Failure to enter the listing into the Heartland MLS system shall result in termination of MLS rights, privileges, and services. (*Section 7.3*) (*March 2020*)
- The penalty amount for showing a Coming Soon (fka Pre MLS) listing has changed from \$500.00 to \$1,000.00. (*Section 7.3*) (*March 2020*)
- The definitions of Coming Soon (fka Pre MLS) and Incoming statuses have been added. (*Section 7.3*) (*March 2020*)
- The definition of a Showing has been added. (*Section 16*) (*March 2020*)
- Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (*Section 1.2*) (*March 2021*)
- MLS participants and subscribers can received no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules... (*Section 7*) (*March 2021*)
- When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity... (*Section 9*) (*March 2021*)
- Failure to produce closing documents within three (3) business days of notification... (*Section 2.4*) (*March 2021*)
- Showing or allowing showings of a Coming Soon (fka Pre MLS) listing which has a specified future active date shall result in a \$1,000.00 fine if not changed to Active status prior to showing occurrence. (*Section 7.3*) (*March 2021*)
- New Construction Listings section has been added. (*Section 1.3.2*) (*August 2021*)
- Cherokee and Crawford counties in Kansas were added to service area. (*Section 1.12 & 16.3*) (*August 2021*)
- Reference to Appendix A, Guidelines for Remarks or Directions Fields and Photo Requirement document has been added along with a new Section 7.3.1 – NON-COMPLIANT DATA. (*Section 7.3.1*)(*August 2021*)
- PROPERTY ADDRESSES section has been added. (*Section 1.20*) (*February 2022*)
- SERVICES ADVERTISED AS “FREE” has been added. (*Section 4.4*) (*February 2022*)
- SECTION 5.1 - SHORT SALE has been changed to SECTION 5.0.1 (*Section 5.0.1*) (*February 2022*)
- SECTION 5.2 - DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS has been changed to SECTION 5.1 (*Section 5.1*) (*February 2022*)

- SECTION 5.2 - DISPLAY OF LISTING BROKER'S OFFER OF COMPENSATION has been added. (*Section 5.2*) (*February 2022*)
- Section 12.3 - DISPLAY OF LISTING DATA ON PARTICIPANTS'/SUBSCRIBERS' PUBLIC WEBSITE (b) now includes Coming Soon (fka Pre MLS) listings, (d) now includes 'and the email or phone number provided by the listing Participant', (e) 'cooperative compensation offers' has been removed, and (v) 'cooperative compensation offered by listing brokers', and 'or the level of service being provided by the listing firm' have been removed. (*Section 12.3*) (*February 2022*)
- SECTION 17 – VIRTUAL OFFICE WEBSITE (VOW) 17.12 'cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®' has been removed. (*Section 17*) (*February 2022*)
- SECTION 10.2 – IMAGES OF LISTED PROPERTIES has been removed. (*Section 10.2*) (*February 2022*)
- SECTION 11.2 – PHOTOGRAPHS OR IMAGES 'It shall constitute a violation of Section 1.2 subject to sanction pursuant to Section 7.3 for a Participant to submit photographs or images to Heartland MLS that included identifying information about the Participant or Subscriber.' has been removed. (*Section 11.2*) (*February 2022*)
- SECTION 11.2.1 – TERMS OF USE FOR PHOTOGRAPHS OR IMAGES has been added. (*Section 11.2.1*) (*February 2022*)
- SECTION 11.2.2 – VIRTUAL STAGING has been added (*Section 11.2.2*) (*February 2022*)
- The time lime for reporting the closing of a sale has been modified to ten calendar days. (*Section 7.3*) (*March 2022*) **EFFECTIVE JUNE 1, 2022**
- SECTION 7.3 – PENALTIES, 'seller's' has been added to clarify when a timeframe begins for submitting documentation, entry into the MLS system and entry for Coming Soon (fka Pre MLS) listings. (*Section 7.3*) (*July 2022*)
- SECTION 12.3 - DISPLAY OF LISTING DATA ON PARTICIPANTS'/SUBSCRIBERS' PUBLIC WEBSITES  
'If sold listings are displayed the sold date must have occurred in the past three (3) years' has been removed from (b). (*Section 12.3*) (*October 2022*)
- SECTION 1.4 – EXEMPTED LISTINGS  
'entered into the MLS system' has been removed and Private Office Modification to Exclusive Right to Sell Contract (Heartland MLS Private Office Exclusive Form) verbiage and requirements have been added. (*Section 1.4*) (*March 2023*)
- SECTION 2.4 – REPORTING SALES TO SERVICE  
'(including private office listings) has been added. (*Section 2.4*) (*March 2023*)
- SECTION 7.3- PENALTIES  
'failure to add a copy of the Private Office Listing Modification to Exclusive Right to Sell Contract (Heartland MLS Private Office Exclusive Form) and the Exclusive Right to Sell contract as a supplement to the listing in the MLS system at the time of entry to Heartland MLS within two (2) calendar days of

obtaining required signatures shall result in a fine of \$50.00. Failure to enter a Private Office listing into the Heartland MLS system within one (1) business day of obtaining required seller's signatures or the effective date, whichever is later, shall result in a \$500.00 fine.

Failure to change a Private Office Listing to Active status within one (1) business day of public marketing as set forth in Section 1.1.1 shall result in a \$1000.00 fine. Failure to enter the listing into the Heartland MLS system shall result in suspension of MLS rights, privileges, and services' has been added. (*Section 7.3*) (*March 2023*)

Private Status and definition, 'PRIVATE STATUS - An exempt listing whereby the seller requests privacy and wishes to withhold the listing from being publicly marketed for the entire listing period' has been added. (*Section 7.3*) (*March 2023*)

- The following Commercial carveout regarding photos has been added to SECTION 11.2.1 TERMS OF USE FOR PHOTOGRAPHS OR IMAGES.

Commercial listings are allowed to display names and/or logos of businesses within close proximity to the subject property in order to demonstrate potential of traffic in the area.

- Include a short phrase that the property is not associated with, endorsed by or sponsored by the businesses identified. We suggest using the photo description field directly under each photo that contains a business logo. This could also be written at the bottom of each photo, but photo description is sufficient.
- Share your intent and getting the businesses identified's approval before putting logos of other companies on photos.

(*Section 11.2.1*)(*May 2023*)

- Clarifying verbiage and the following additional circumstance has been added to Section 2 SHOWING AND NEGOTIATIONS.  
(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. (*Section 2*) (*May 2023*)

- The following additional verbiage had been added to Section 2.4 REPORTING SALES TO SERVICE:

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 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker.

(*Section 2.4*) (*May 2023*)

- All properties located within the counties in the states of Kansas and Missouri are required to be submitted to Heartland MLS. (*Section 1.12*) (*January 2024*)
- Compensation offered to other Heartland MLS Participants for their services in the sale of a listing may be offered in the amount equal to or greater than zero. (*Section 5*) (*January 2024*)
- Non-Compliant Data – Failure to correct a non-compliant data violation within the required timeframe will result in a \$50.00 fine per listing. (*Section 7.3.1*) (*January 2024*)

- ‘Reference to Floor Plan or Builder Name’ has been added to Appendix A. The placement of a reference to Owner/Agent now shows as allowed in the Private Remarks/Showing Agent Information section of a listing. (*Appendix A*) (*January 2024*)
- Veribage was added to Section 9 – ENFORCEMENT OF RULES AND REGULATIONS regarding the timeframe to submit an appeal to the staff and for review by the Heartland MLS Board of Directors for final decision. (Section 9) (*January 2024*)
- SECTIONS 1.12 and 16.3 – Service Area - All properties located within the counties in the states of Kansas and Missouri and Craig, Nowata, Osage, Ottawa and Washington counties in Oklahoma are required to be submitted to Heartland MLS. (*July 2024*)
- SECTION 1 – LISTING PROCEDURES - Added Cooperation information to Section 1 per the NAR Settlement Agreement. (*July 2024*)
- Removed “compensation” references from SECTION 1.3.1 AUCTION LISTINGS (*July 2024*)
- SECTION 4.5 – NO FILTERING OF LISTINGS – Added per the NAR Settlement Agreement (*July 2024*)
- SECTION 5 – NO COMPENSATION SPECIFIED ON MLS LISTINGS – Replaced previous section regarding required compensation on MLS listings. (*July 2024*) SECTION 5.0.0 – REQUIRED CONSUMER DISCLOSURE – Added new section per the NAR Settlement Agreement (*July 2024*)
- SECTION 5.0.0 REQUIRED CONSUMER DISCLOSURE was added. (*July 2024*)
- SECTION 5.0.1 – SHORT SALES – Revised section to remove commission/compensation information per the NAR Settlement Agreement
- SECTION 5.0.2 – WRITTEN BUYER AGREEMENT – Added new section per the NAR Settlement Agreement (*July 2024*)
- Removed SECTION 5.1 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS and SECTION 5.2 DISPLAY OF LISTING BROKER’S OFFER OF COMPENSATION (*July 2024*)
- Added “in referral” to SECTION 6.6 PERSONAL ASSISTANTS (*July 2024*)
- SECTION 7 – AUTHORITY TO IMPOSE DISCIPLINE - Added item e. (suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year.) which was already a part of NAR’s mandatory rule on this subject and moved previous item e to item f. (*July 2024*)
- SECTION 7.3- PENALTIES
  - Added new Penalty item relating to failure to produce a signed buyer agreement to uphold the new NAR Settlement Agreement Rule which is Section 5.0.2 in these rules (*July 2024*)

- Added new Penalty item relating to misuse of Heartland MLS systems, products, services, and data to communicate compensation or commission to other Participants and Subscribers (July 2024)
- Redefined Incoming and Contingent Statuses for clarification (July 2024)
- Updates to Non-Compliant Data Placement July 2024
  - NAR Settlement Updates
    - Not allowing Private remarks use for a bonus to a selling agent
    - Prohibiting any reference to commission, compensation or referral fees in Private Remarks
  - Rules and Regs Task Force Updates
    - Allowing an “Incentive” as defined in section 16 in the Public and Private Remarks
- SECTION 12.3 DISPLAY OF LISTING DATA ON PARTICIPANTS’/SUBSCRIBERS/ PUBLIC WEBSITE, (z) regarding co-mingle was modified to state “LICENSED” and (aa) No Display of Offer of Compensation was added. (July 2024)
- SUB SECTIONS 15.3, 15.11, 15.18, and 15.21 intentionally left blank (July 2024)
- SECTION 16 – DEFINITIONS, SUB SECTION 16.1 Participant “compensation” reference was removed, and cooperation verbiage was added. (July 2024)
- SECTION 16.8 - Touring a home definition added per NAR Settlement Agreement (July 2024)
- SECTION 16.9 - Multiple Listing Service (MLS) Defined – per the NAR Settlement Agreement (July 2024)
- SECTION 16.10 - Concession. Added a definition of Concessions to help reinforce items that are or aren’t allowed in the MLS system per the Addendum A – Non-Compliant Data (July 2024)
- SECTION 16.11 - Compensation. Added a definition of Compensation to help reinforce items that are or aren’t allowed in the MLS system per the Addendum A – Non-Compliant Data (July 2024)
- SECTION 16.12 - Incentive. Added a definition of Incentive to help reinforce items that are or aren’t allowed in the MLS system per the Addendum A – Non-Compliant Data (July 2024)
- SECTION 17 – VIRTUAL OFFICE WEBSITE (VOW), SUB SECTION 17.22 Display of Offers of Compensation was added.
- SECTION 6.2 SERVICE CHARGES (d) Payment of the quarterly participation fee and the quarterly fees for Subscribers, personal assistants and office staff (when applicable) shall be made in advance on or before the fifteenth instead of the eighteenth.
- Appendix A #8 Any incentive offered to a Buyer’s Agent is prohibited from being placed in any of the remarks section of a listing.
- SECTION-16 – DEFINITIONS – addition of Non REALTOR Member Participation

- SECTION 12.3 - DISPLAY OF LISTING DATA ON PARTICIPANTS'/SUBSCRIBERS' PUBLIC WEBSITES –
  - (y) Accuracy of Information reworked
  - (z) Commingling of Data/Displaying Property Information from Other Sources – modifications to further detail allowing commingling of listings from other sources including the requirement to have the source listed on each listing from every source as well as having a filter available for the consumer to select the source of the listings they wish to see or not see.
  
- SECTION 1.3.3– COMING SOON LISTINGS (FKA PRE MLS) (June 2025)
  - Information regarding syndication of ‘Coming Soon’ listings
  - Unwritten policies such as the limit of a Future Live Date, two weeks prior to the listing expiration date
  - Instructions on how to process a ‘Sight Unseen Offer’
  
- SECTION 1.1.1 – CLEAR COOPERATION POLICY (June 2025)
  - Note 1 was added regarding one-to-one communication.
  
- SECTION 1.4 – Exempt Listings (June 2025)
  - POE Listings may now be shared within the brokerage and are no longer restricted to the office ID.