



**MLS Rules and Regulations
of the
Grand County Board of REALTORS® dba
Grand County Association of REALTORS®**



Rules and Regulations for an MLS Operated as a Committee of the Grand County Association of REALTORS®

Definitions*

The Grand County Multiple Listing Service (“MLS”) is :

- a) A facility for the orderly correlation and dissemination of listing information for Participants that they may better serve their clients, customers and the public.
- b) A means by which authorized Participants make blanket unilateral offers of compensation to other Participants (buyer agents, or in other agency or nonagency capacities defined by law).
- c) A means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals and other valuations of real property.
- d) A means by which Participants engaging in real estate appraisal can contribute to common databases.
- e) Entitlement to compensation is determined by the cooperating broker’s performance as procuring cause of the sale (or lease).

Board shall mean the Grand County Board of REALTORS®(GCBOR) dba Grand County Association of REALTORS®(GCAR).

Bylaws shall mean the Bylaws of the Grand County Board of REALTORS®.

MLS Compilation shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to: bound book, loose-leaf binder, computer database, card file, or any other format.

Participant shall be the Principal as defined in Article XVIII Section 3 of the Bylaws.

Rules shall mean the Rules and Regulations adopted from time to time by the Board.

Subscriber shall be users of the MLS. This includes non-principal brokers, sales associates and licensed and certified appraisers affiliated with participants. This is defined in Article XVIII Section 9 of the Bylaws.

Other Notations

Rules and Regulations of the Grand County MLS include Mandatory Rules as directed by the National Association of REALTORS® and indicated with **M**. In compliance with NAR policy and Colorado law, some rules have been customized specifically for Grand County MLS Participants. Additional NAR Rules considered Optional or Recommended have also been adopted by the Grand County MLS. All Rules and Regulations contained herein have been approved and adopted by the Grand County Board of REALTORS® dba Grand County Association of REALTORS®.

*Additional definitions can be found in the Appendix titled Glossary.

Listing Procedures

Section 1: Listing Procedures

Listings of real property of the following types, which are listed subject to a real estate broker's license, and are located within the service area of the Grand County Association of REALTORS®, and are taken by Participants or Subscribers on Colorado approved listing forms, or other legally acceptable individual forms which contain the Seller's Authorization to submit the agreement to the MLS, shall be delivered to the MLS within one (1) calendar day after all necessary signatures of seller(s) have been obtained (NAR Amended 11/17, GCAR Amended 8/21):

- a) single family homes for sale or exchange
- b) vacant lots and acreage for sale or exchange
- c) single family attached homes for sale or exchange (Townhome/Duplex/Multi-Family)
- d) condominiums for sale or exchange
- e) ranch and development land. **Note:** "ranch" is a working ranch zoned agricultural; "development land" is any land, platted or unplatted, for multi-family or commercial use
- f) business opportunity/commercial property for sale or exchange. **Note:** "business opportunity" is property that is leased or owned for commercial use; "commercial property" is any income-producing property other than a ranch]

Note 1: The multiple listing service shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the multiple listing service. However, the multiple listing service, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
- assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other participants of the multiple listing service acting as subagents, buyer agents, or both. (Amended 11/96)

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. (Amended 11/96)

The different types of listing agreements include:

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

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal.

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Open listings are not accepted, except where required by law, because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. (Amended 4/92)

The **exclusive right-to-sell** listing is the conventional form of listing submitted to the multiple listing service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. (Amended 4/92)

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or Section 1 Listing Procedures 57 restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. (Amended 4/92)

Note 2: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

Note 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 11/92)

Information regarding all exclusive right to sell listings and all exclusive agency listings shall be submitted to the MLS of the Grand County Association of REALTORS®. Submission of a listing to the MLS, either online or in any other manner, shall be a certification by the submitting broker that the submitting broker is the designated listing broker and is in physical possession of a listing contract signed by the owners of the property. Upon request from the MLS, the listing broker shall immediately produce a copy of the listing contract. Each Participant is responsible for the compliance with these Rules by each Subscriber who is employed by or has an independent contractor relationship with the Participant. **M**

The MLS does accept **co-exclusive listings** when both listing brokers are participants in the MLS and REALTORS®. The MLS will accept co-exclusive listings with REALTORS® who are not Participants of the MLS but are co-listing with a REALTOR® who is a participant in the MLS. Co-listing with a non-participant of the MLS in no way allows the non-participant to have access to the MLS system and the MLS will not allow any contact information for the non-participant to appear in the MLS compilation. (GCAR)

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Section 1.01: Clear Cooperation

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

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.4 of these MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.

Section 1.1.1: Listings Subject to Rules and Regulations of the MLS

Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the MLS upon signature of the seller(s).

Note: All listings taken within the jurisdiction of the GCAR MLS must be filed with the service within one (1) calendar day from the begin date of the listing. The begin date is considered the last signature date of the seller(s) or the begin date in the listing period section on the contract which ever comes last.

Section 1.2: Detail on Listings Filed with the MLS

A listing agreement or property data form, when filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified as being required on the property data form. The MLS may refuse to submit for publication any property data form that is incomplete as set forth in these rules and regulations.

All fields must be filled in with the correct information. Bypassing a field with meaningless letters or numbers will not be permitted. Examples follow:

- a) Tax Information: must reflect the most current year available. The MLS will auto-populate tax information at the beginning of each year. All listings with multiple parcel numbers and tax schedule number will need to be manually updated reflecting the correct total amounts (Amended 6/13)
- b) Owner's Name: this field must reflect the correct last name of the individual owner or the name of the owning entity, as shown in the public records.
- c) See also Section 1.16 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. **M** (NAR 11/2021) The listing must reflect the correct area as described in Addendum A "Area Descriptions" of the MLS Rules and Regulations. Then the correct city or town from within that area must be chosen from the drop-

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down menu. If the listing is not within an incorporated town, then the nearest town to that property shall be chosen as assigned in Addendum A.

- d) Naming convention for properties on Grand County Roads: All listings on county roads should be named as follows: house # GCR county road # (example: 111 GCR 2222). House numbers are not normally assigned to vacant land until a building is on the property. For those vacant properties that do not have a building number, TBD may be used as an alternate description (example: TBD GCR 2222). The county road number should be displayed in the address field.
- e) Subdivision Names: Brokers are required to use the drop-down menu when entering the subdivision name. All active, pending, and closed listings since January 1, 2003, must be changed to conform to the correct subdivision name. **Note:** If this is not done correctly, the search feature of the MLS program will not work correctly.
- f) Duplicate Listings: No duplicate listing will be allowed in two different geographical areas. There shall be one listing only for each property type listed in the correct geographical area. The MLS will allow duplicate listings when they fall into one or more uses. Examples of this include properties that could be used and sold as either residential or commercial, or commercial and residential multi-use properties.
- g) Single Family Residential: Only single-family detached homes will be put in the "single family residential" section.
- h) Condominiums: Only condominiums with condominium declarations filed of record shall be listed in the condominium section.
- i) Townhomes: Townhomes, duplexes, and multi-family properties in which the land underneath is owned shall be listed in the townhome/duplex/multifamily section.
- j) Contact Information in Public Remarks: No contact information of any kind can be put into the public remarks. This includes phone numbers, web sites, names, companies, or any language directing customers to the broker, office or website.
- k) Photos: Brokers are required to add at least one photo of the property to every listing, using the Guidelines for Visuals as stated in Section 18.2. (Amended 06/13)
- l) Public Remarks are to be used only for the property description. Subscribers may not include promotional remarks, names, websites, contact information, commission remarks or any other information that does not pertain to the property description. (Amended 06/13)

Section 1.2.0: Accuracy of Listing Data

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. **M**

Section 1.3: Exempted Listings

If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing ("office exclusive") and a copy of such listing contract shall be filed with the MLS but not disseminated to the Participants. Filing of the listing contract will contain a certification signed by the seller(s) that they do not desire the listing to be disseminated by the MLS.

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

Section 1.4: Change of Status of Listing

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Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller. The change shall be filed with the MLS no more than one (1) calendar day after the listing broker has received Seller's written authorization.

Section 1.5: Cancellation or Withdrawal of Listing Prior to Expiration

Listings of property may be cancelled or withdrawn from the MLS by the listing broker before the expiration date of the listing agreement, provided written notice is filed with the MLS, including a copy of the agreement between the seller and the listing broker which authorizes the cancellation or withdrawal.

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

Section 1.6: Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

Section 1.6.1: Listings for Reservations

Any listing for a reservation must have comments on the listing form which clearly states that this is a listing for a reservation only and is subject to final plat approval.

Section 1.6.2: Short Sale Addendums

Any contract with a "short sale addendum" may be marked with an S for short sales and listed in the active listing compilation if contingencies still exist. The decision of when a short sale should be put in the pending/active status with an S shall be left up to the discretion of the listing broker.

Section 1.6.3: Knock-out Clauses

Any contract that has a "knock out Clause" shall be marked with a K to indicate that it has a first right of refusal. It will remain in the active listing compilation and a copy of the contract shall be sent to the service.

Section 1.7: Listing Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction or commercial lease. (Amended 11/92) **M**

Section 1.8: Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the MLS, by creating a separate listing and modifying the original listing.

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

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

Section 1.10: Expiration, Extension, and Renewal of Listings

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

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

Section 1.11 – Termination Date on Listings

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

Section 1.12 – Service Area

Only listings of the designated types of property located within the service area of the Grand County Association of REALTORS® are required to be submitted to the MLS. Listings of property located outside the Board's service area of Grand County, Colorado, will be accepted if submitted voluntarily by a Participant, but cannot be required by the MLS. For statistical purposes the MLS will accept the sales of properties into the MLS that were sold by members but listed by non-members so long as the property is in the jurisdiction of Grand County and is entered into the MLS within 30 days of the closing of the property. (GCAR 8/21; NAR Amended 11/17) **M**

Section 1.13 – Listings of Suspended Participants

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

Section 1.14: Listings of Expelled Participants

When a Participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Rules and Regulations, or other membership

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obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the MLS until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board or MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise their clients. **M**

Section 1.15 – Listings of Resigned Participants

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

Section 1.16, Property Addresses

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. **M**
(11/2021) See also Section 1.2: Detail on Listings Filed with the MLS.

Section 1.17 – Audits of Listing Submittals

The MLS has the right to conduct audits of listing and selling contracts and related documentation. Upon request from the MLS, each Participant shall produce the requested material within one business day or will be subject to the fines and penalties provided in these Rules.

Selling Procedures

Section 2 – Showings and Negotiations

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the 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, or
- b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may forbid such direct negotiations by cooperating brokers. (Amended 4/92) **M**

Section 2.1 – Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92) **M**

Section 2.2 – Submission of Written Offers

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. (Adopted 11/87)

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counteroffers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Amended 11/05) **M**

Section 2.3 – Right of Cooperating Broker in Presentation of Offer

The cooperating broker (subagent, or buyer agent, or other agency or non-agency capacities defined by law) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. The cooperating broker does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92) **M**

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, 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. (Amended 11/19) **M**

Section 2.4 – Right of Listing Broker in Presentation of Counteroffer

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The listing broker or their representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. The listing broker does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93) **M**

Section 2.5 – Reporting Sales to the MLS

Status changes, including final closing of Sales shall be reported to the MLS, using the proper "change of status" online procedure by the listing broker within three (3) calendar days after they have occurred. If negotiations were carried on under Section 2(a) or (b) here of the cooperating broker shall report accepted offers, to the listing broker within 48 hours after occurrence and the listing broker shall report them to the MLS within three (3) calendar days after receiving notice from the cooperating broker. (NAR Amended 11/11; GCAR Amended 8/21)

A property filed with the MLS which is submitted in more than one section or category of the MLS compilation (book), with more than one listing number, shall be reported as sold under only one of those listing numbers. The other listings will be cancelled.

Note 1: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (Amended 11/01)

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

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

1. categorizes sale price information as confidential and
2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization

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from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11)

Note 3: As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/11) **M**

Section 2.6 – Reporting Resolutions of Contingencies

The listing broker shall report to the MLS within one (1) calendar day after the last authorized signature date, by using the proper online procedure that a contingency or a pending sale (under contract) on file with the MLS has been fulfilled or renewed, or the contingency agreement has been cancelled. **M**

Section 2.7 – Advertising of Listing Filed with the MLS

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

Section 2.8 – Reporting Cancellation of Pending Sale (Under Contract)

The listing broker shall report within one (1) calendar day to the MLS, the cancellation of any pending sale, and the listing shall be reinstated immediately. **M**

Section 2.9 – Disclosing the Existence of Offers

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

Section 2.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/05)

Refusal to Sell

Section 3: – Refusal to Sell

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

Prohibitions

Section 4: Information for Participants Only

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

Section 4.1: For Sale Signs

Only the “For Sale” sign of the listing broker may be placed on a property. (Amended 11/89) **M**

Section 4.2: Sold Signs

Prior to closing, only the “Sold” sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96) **M**

Section 4.3: Solicitation of Listing Filed with the MLS

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

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

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

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

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

Section 4.4: Use of the Terms MLS and Multiple Listing Service

No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS.

Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not

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prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

Section 4.5: Services Advertised as “Free”

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. **M** (11/2021)

Division of Commissions

Section 5: Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98)

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.* (Amended 11/96)

**The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:*

- 1. by showing a percentage of the gross selling price*
- 2. by showing a definite dollar amount (Amended 5/10)*

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Note: MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). (Adopted 5/08)

While MLSs are not required to authorize participants to offer cooperative compensation based on net sale prices, those that do permit such offers must define "seller concessions" for purposes other than new construction, unless that term is defined by applicable state law or regulation. The following definition of "seller concessions" is suggested but not required for adoption:

Points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value. (Adopted 05/12)

The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 5/10)

Note 1: The association multiple listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The association multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

Note 2: The listing broker may, from time to time, adjust the compensation offered to other multiple listing service participants for their services with respect to any listing by advance published notice to the service so that all participants will be advised. (Amended 4/92)

Note 3: The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 5/10)

Note 5: Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (Adopted 11/05)

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Note 6: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. (Amended 5/09) **M**

Section 5.0.1: Disclosing Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Amended 5/09)

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (Adopted 5/09)

Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 48 hours of receipt of notification from the lender. (Adopted 5/10) **M**

Section 5.1: Participant as Principal

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

Section 5.2: Participant as Purchaser

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92) **M**

Section 5.3: Dual or Variable Rate Commission Arrangements

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The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/ leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01) **M**

Section 5.4: Display of Listing Broker's Offer of Compensation

Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed. **M** (11/2021)

Service Fees and Charges

Section 6: Service Fees and Charges

Service charges for the operation of the MLS are shown in Addendum B and are in effect to defray the costs of the MLS and are subject to change from time to time according to the decision of the Board. The MLS shall mail a bill of outstanding charges to each Participant at the address shown in the MLS records. These amounts shall be due in full no later than the first day of the month following the date the bill is mailed to Participant.

Initial Participation Fee: An applicant for participation in the service shall pay an application fee of \$750.00 with such fee to accompany the application.

Note: The initial participation fee shall approximate the cost of bringing the service to the participant.

Recurring Participation Fee: The annual participation fee of each participant shall be an amount equal to \$600.00 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be \$50.00 per month made on or before the first day of each month.

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

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can include penalties and termination of the waiver if violated. * (Amended 5/18 and 8/18 [Leadership Team]) **M**

Note: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17) **R**

Compliance with Rules

Section 7: Compliance with Rules / Authority to Impose Discipline:

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline is in affect to encourage the timely and accurate entry of data into the MLS system. 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 (See Addendum C for specific Grand County MLS fines and penalties)
- 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 (Revised 11/14) **M**

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14) **M**

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of 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

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participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20) **M**

Section 7.1: Compliance with Rules

The following action may be taken by the MLS for noncompliance with the Rules:

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

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (Amended 11/88)

Section 7.2: Applicability of Rules to Users and/or Subscribers

Non-participant brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof. All users and subscribers of the MLS understand that through the act of using the MLS system they agree and acknowledge that the use of the MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the Rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not, in any way, eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant. (Adopted 4/92)

Meetings

Section 8: Meetings of MLS Committee

The MLS Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

Section 8.1: Meetings of MLS Participants

The Committee may call meetings of the Participants in the MLS to be known as meetings of the MLS.

Section 8.2: Conduct of the Meetings

The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.

Enforcement of Rules or Disputes

Section 9: Consideration of Alleged Violations

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

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Amended 11/20) **M**

Section 9.1: Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the committee's decision. (Amended 11/96)

If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the board of directors of the association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. (Amended 2/98) **M**

Section 9.2: Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the Committee to the CEO of the Grand County Association of REALTORS® for appropriate actions in accordance with the professional standards procedures established in the Association's bylaws. (Amended 11/88) **M**

Section 9.3: Complaints of Unauthorized Use of Listing Content

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

Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either:

- 1) remove the allegedly unauthorized content, or

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2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

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

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

Section 9.5: MLS Rules Violations

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

Confidentiality of MLS Information

Section 10: Confidentiality of MLS Information

Any information provided by the MLS to the Participants shall be considered official information of the MLS. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. (Amended 4/92) **M**

Section 10.1: MLS Not Responsible for Accuracy of Information

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

Ownership of MLS Compilations and Copyrights

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

Section 11: Copyrights

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

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

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

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

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
4. Have no actual knowledge of any complained-of infringing activity.
5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

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

purposes. See Addendum H for the Grand County Association of REALTORS® DMCA Policy and process.

Section 11.1: Ownership

All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Grand County Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Grand County Board of REALTORS® dba Grand County Association of REALTORS®.

Section 11.2: Display

Each Participant shall be entitled to lease from the Grand County Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the Participant and each Subscriber and or User affiliated (including licensed or certified appraisers) with such Participant with one copy of such compilation.* The Participant shall pay for each such copy the Book Fee set by the Board and shown on Addendum B.

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

Participants, Subscribers and Users shall acquire by such lease only the right to use the MLS compilations in accordance with these Rules. **M**

Section 11.3: Use of Photos in the MLS

"By submitting photographs to the MLS, the MLS Participant is representing that the Participant has the right to authorize and is authorizing the MLS to publish the photograph anywhere the MLS data is intended to appear."

The information is in the service for the intended purposes. Old photos from expired listing are there for use in things like appraisals or CMAs. Assuming that the photos were taken by the original listing broker, then those photos are still owned by the listing broker who submitted them, and NAR MLS policies prohibit an MLS from requiring that ownership be transferred to the MLS. Therefore, any use outside of the intended uses for which the photos were submitted to the MLS requires the authorization of the original listing broker. That includes use in connection with a subsequent listing by another broker.

The GCBOR MLS rules state that you must obtain permission in writing before using another's photos on a listing in the MLS. Any infraction of this rule will be subject to GCBOR MLS fining policy. See Addendum C. Copyright claims to all listing content are taken seriously and will be addressed through the DMCA Notice Policy, Addendum H.

Note: This rule is intended to include photographs as well as any other content developed by the listing Broker. (examples would be custom maps, documents and descriptions)

Use of Copyrighted MLS Compilations

Section 12: Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a Board MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Board MLS where access to such information is prohibited by law. (Amended 4/92)

Section 12.1: Display

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

Section 12.2: Reproduction

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

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

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 5/14, NAR Model Option 1) **M**

Use of MLS Information

Section 13: Limitations on Use of MLS Information

Use of information from MLS compilation of current listing information, from the Association's statistical report, or from any sold or comparable report of the Board or MLS for public mass-media advertising by an MLS Participant or in other public representations, may not be prohibited.

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

Based on information from the Grand County Association of REALTORS® for the period (date) through (date). (Amended 11/93) **M**

Changes in Rules and Regulations

Section 14: Changes in Rules and Regulations

Amendments to the Rules and Regulations of the MLS shall be by vote of the Board of Directors, after consideration and recommendation from the MLS Committee. **M**

Advertising in MLS Compilations

Section 15 - Advertising in MLS Compilations: From time to time the Board and/or the MLS Committee with approval of the Board may deem it appropriate to allow advertising as a part of the MLS Compilations. However, the Multiple Listing Service is not a “selling organization,” and there should be no reference to “selling” in connection with it.

Advertising, therefore, shall be institutional advertising and shall be confined to an explanation of how the activity operated to the advantage of the buying and selling public.

Advertising by lending institutions as to the availability of their mortgage financing must be made available to all Board Members, whether or not they are MLS Participants.

Advertising shall be subject to the approval of the MLS Committee and the Board of Directors of Grand County Association of REALTORS®.

Standards of Conduct for MLS Participants

Section 16: Standards of Conduct for MLS Participants

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

- a) engage in deceptive or unauthorized framing of real estate brokerage websites
- b) manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result
- c) deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic
- d) present content developed by others without either attribution or without permission; or
- e) otherwise mislead consumers, including use of misleading images. (Amended 1/18 NAR Section 16.24)

Orientation

Section 17: Orientation

Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to or use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and computer training related to MLS information entry and retrieval and the operation of the MLS within 30 days after access has been provided. (Amended 11/04) **M**

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Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancement and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17) **M**

Measuring Guidelines

Section 18: Guidelines for Measuring

To provide the Public helpful data regarding the square footage of houses, condominiums, and townhomes and the price per square foot, it is necessary to be as accurate as possible in the disclosure of square footage. If square footage measurements are unusual, comments should be made in the "Remarks" section of the Property Data Form. The Grand County Association of REALTORS® and the MLS Committee recommend the following guidelines:

SINGLE FAMILY RESIDENTIAL:

- a) Never include any part of the garage in the finished square footage measurement
- b) Always include the 100% finished area
- c) Do include enclosed porches, decks and garages in the total square footage.
- d) Always measure from the outside walls including each level of the house that is 100% finished.
- e) Never add unfinished or partially finished levels or areas, i.e. the basement, to the finished square footage.

CONDOMINIUMS:

- a) Always add from drywall to drywall including each level and lofts that are 100% finished
- b) Never include outside walls (as it is common area)
- c) Never include inside party walls between units (common area)
- d) Never include any part of the garage.

TOWNHOMES:

- a) Always add from center of party wall to outside walls including each level and lofts that are 100% finished
- b) Always add from center of party wall to center of party wall including each level and lofts that are 100% finished
- c) Never include inside party walls between units (common area)
- d) Never include any part of the garage

Section 18.1: Guidelines for using Grand County Records for square footage

Listing brokers who use the Grand County Assessor's square footage and acreage calculations should access the County Assessor's web site at www.co.grand.co.us/. The assessor's office shows heated area and square feet.

Heated area is assumed to be the livable heated area of the home, without including garage and deck areas. This field should correlate to the FLEX field of finished square footage. However, this is not

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always the case so REALTORS® should exercise caution and check all the sub-area break outs on the Assessor's records. The field square feet on the Assessor's records is assumed to be all areas of the property including garage and deck areas. This should correlate to the FLEX field of total square footage. Again, this may not always be the case so REALTORS® should exercise caution and check all the sub-area breakouts on the Assessor's records.

The MLS Committee acknowledges that the county assessor's square footage numbers are not always accurate. If the listing broker is aware of a mismeasurement by the assessor, the assessor's square footage should not be used. Each buyer should be encouraged to independently verify the measurement. The listing broker is still responsible for providing the square footage disclosure required by Colorado Real Estate Commission (CREC) Rule E-45.

A disclaimer is recommended within the body of the FLEX listing (under comments), which states that the licensee has obtained the square footage numbers from the county assessor's office.

If a member elects to use another source for the square footage, including the broker's own measurements, then the listing broker should so state within the body of the FLEX listing (under comments).

Section 18.2: Guidelines for Visuals

A minimum of one photograph, map or acceptable drawing must accompany all property submittals except where sellers expressly direct that photographs of their property not appear in MLS compilations. In such cases where the seller does not want a photograph or map in the MLS, a copy of the listing contract stating that fact should be provided to the MLS office prior to submission of the listing.

The photograph or acceptable drawing may be submitted directly to the MLS vendor using electronic means. Fees, if any, will still apply.

A minimum of one photograph or acceptable drawing must include the following, depending on property type:

- a) Single-family homes and commercial properties: one exterior, front elevation
- b) Vacant land: one street-view or ariel of the property
- c) Condos/Townhomes/Multi-Family: one front elevation of the building or the front door of the unit

Directions sufficient to locate the property must be submitted for all listings, except in the case of a ranch, a photograph may be submitted when, in the listing broker's opinion, such photograph will create a greater recognition of the property than the map. All maps shall be in black and white. Pencil is not acceptable since it fails to reproduce well, and any map deemed too light for proper reproduction may be rejected by the MLS.

Business opportunities that are leasehold businesses and offered without real estate are not required to have visuals, although a business logo or other identifying mark or photograph provides greater recognition within the MLS compilation and consequently is of greater service to the public.

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All visual submittals must conform to the size requirements of the MLS compilation publisher.

Internet Data Exchange (IDX)

Section 19: IDX Defined

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

Section 19.1: Authorization

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

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

Section 19.2: Participation

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. (Amended 11/09) **M**

Section 19.2.1:

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

Section 19.2.2:

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12) **M**

Section 19.2.3:

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

Section 19.2.4:

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or 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. (11/2021) **M**

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Section 19.2.5:

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

Section 19.2.6:

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

Section 19.2.7:

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/12) **M**

Section 19.2.8:

Any IDX display controlled by a participant or subscriber that

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

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants’ Except for the foregoing and subject to Section 19.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 5/12) **M**

Section 19.2.9:

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12) **M**

Section 19.2.10:

An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds

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participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14) **M**

Section 19.2.11:

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

Section 19.2.12:

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.* (11/2021) **M**

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

Section 19.3: Display

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

Section 19.3.1:

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed. (11/2021)

Section 19.3.1.1:

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 5/12)

Section 19.3.2:

All listings displayed pursuant to IDX shall identify the listing agent.

Section 19.3.3:

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

Section 19.3.4:

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All listings displayed pursuant to IDX shall show the MLS as the source of the information* (Amended 05/17)

Section 19.3.5:

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.* (Amended 05/17)

**Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)*

Section 19.3.6:

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

-Section 19.3.7:

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

Section 19.3.8:

Participants are required to employ appropriate security protection such as firewalls on their websites and display, provided that any security measures required may not be greater than those employed by the MLS. (Amended 5/12)

Section 19.3.9:

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 5/12)

Section 19.3.10:

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

Section 19.3.11:

Only unbranded tours, videos, or property specific websites may be uploaded to the unbranded section of the MLS.

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Note: The purpose of this rule is to prohibit any information that would redirect potential clients from one member's IDX website to another member's IDX web site. (This includes videos, tours, property specific web sites, QR codes, contact information, or any other form of redirect)

Section 18.3.12

Display of expired and withdrawn listings is prohibited. (11/2021)

Section 19.4 Service Fees and Charges Service:

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 5/05)

Virtual Office Website (VOW)

Section 20.1: VOW Defined:

- a) A "Virtual Office Website" (VOW) is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant's oversight, supervision, and accountability. **M**
- b) As used in Section 19 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees—except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant. **M**
- c) "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW. **M**
- d) As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants. **M**

Section 20.2:

- 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. **M**

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- b) Subject to the provisions of the VOW policy and these rules, a participant's VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., "Internet Data Exchange" (IDX). **M**
- c) Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW. **M**

Section 20.3:

- a) Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
 - i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements. **M**
 - ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use. **M**
 - iii. The participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The participant must also assure that any e-mail address is associated with only one username and password. **M**
- b) The participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, username, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password. **M**
- c) If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **M**
- d) The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
 - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW

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- iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
 - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database **M**
- e) The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click. **M**
- f) The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant. **M**

Section 20.4:

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

Section 20.5:

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

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

Section 20.6:

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

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- b) A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision. **M**
- c) The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater. **M**

Seller Opt-out Form

1. Check one.

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

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

_____ Initials of Seller

Section 20.7:

- a) Subject to Subsection b., below, a participant's VOW may allow third parties:
 - i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b) Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 20.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller. **M**

Section 20.8:

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

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remove any data or information that simply reflects good faith opinion, advice, or professional judgment. **M**

Section 20.9:

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

Section 20.10:

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

Section 20.11:

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

Section 20.12:

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property. **M** (11/2021)

Section 20.13:

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

Section 20.14:

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

Section 20.15:

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

Section 20.16:

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

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Section 20.17:

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

Section 20.18:

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

Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less.

Section 20.19:

A participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently. **M**

Section 20.20:

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

Section 20.21:

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

Section 20.22:

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

Section 20.23:

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

Section 20.24:

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours. (Adopted 11/08)

Lock Box Security Requirements

Section 21 - Lock Box Security Requirements (From Policy Statement 7.31 NAR MLS

Handbook): Eligibility for coverage under NAR's blanket errors and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the association, it's or MLS, or on behalf of an association by a recognized lock box vendor: (Amended 05/17)

1. **Types of keys.** Any physical or electronic key, programmer, or other device (hereinafter referred to as key) by which a lockbox can be opened, must be non-duplicative. Being non-duplicative means that it cannot be readily copied in the manner that other types of keys ordinarily are. (Amended 05/17)

A mobile device (such as, a smart phone, tablet, fob, etc.) can transmit a key to access a lockbox using standard protocols, including, Bluetooth, ZigBee, infrared technology, and others. The applications and software used by mobile devices must contain security controls to allow only authorized users access to the lockbox. (Adopted 5/17)

As a matter of local discretion, the listing broker or agent can issue temporary codes/access to the lockbox and property on terms and conditions agreed to in advance by the seller. Temporary codes/access must expire within seventy-two (72) hours after being issued or must be under the control of the listing broker or agent. Temporary codes must be a minimum field size of five (5) characters. (XX,XXX) (Adopted 05/17)

2. **Security protocols.** Keys must be obtained from the original manufacturer, from a recognized vendor of lock-box systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, associations and MLSs must obtain sufficient information from the original manufacturer and surrounding associations and MLSs in order to determine whether the key's pattern, code, or configuration is already in use. (Amended 05/17)

Electronic lockboxes and electronic keys running on mobile devices must incorporate security protocols to prevent the following types of cyber-attacks:

- a) where an unauthorized user can override or escalate their security credentials
- b) where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access

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- c) forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user
- d) digitally signed updates to electronic keys running on mobile devices or electronic lockbox firmware plus a secured update process to prevent unauthorized software from being introduced into the lockbox system
- e) transmission(s) of frequencies to deceive the lockbox electronics into opening (Adopted 05/17)

3. Availability of lockbox system and keys. This lock box system must be designated as an activity of the Grand County Board of REALTORS®' association-owned and operated MLS. (Amended 05/17)

- a) Because the lock box system is an activity of an association-owned and operated MLS then every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS.
- b) GCBOR requires that all lock box users follow the rules set forth in the "Smart Card User Agreement" which is displayed as Addendum F of the supplemental documents to the MLS Rules and Regulations. The GCAR multiple listing services requires, that all Smart Agreements will be signed by all non-principal brokers, sales licensees, and licensed or certified appraisers and will be cosigned by the designated REALTOR® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the key holder except as provided elsewhere in this statement of policy. (Amended 2/98)
- c) As a matter of local determination discretion, associations and MLSs can determine that key lease agreements executed by non-principal brokers, sales licensees, unlicensed personal assistants, administrative and clerical staff, and licensed, or certified, or those seeking to be licensed certified as appraisers, must also be cosigned by the designated REALTOR® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide keys may not be used under any circumstances by anyone other than the keyholder except as provided elsewhere in this statement of policy. (Amended 05/17)
- d) Associations and MLSs may, at their discretion, lease keys to affiliate members of associations who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or corporate officer of the keyholder's firm. Amended 05/17)

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- e) Individuals may be required to pay lockbox costs as part of association dues or as part of MLS participation fees pursuant to MLS Policy Statement 7.57, Categorization of MLS Services, Information, and Products and pursuant to NAR Bylaws Official Interpretation #32. No one shall be required to lease a key from the association except on a voluntary basis. (Adopted 5/17)

Associations and MLSs may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances: (Amended 5/17)

- A. The association or MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and (Amended 5/17)
- B. The association or MLS gives the individual an opportunity to provide and the association or MLS must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:
- i. the individual's age at the time of the conviction(s)
 - ii. nature and seriousness of the crime
 - iii. extent and nature of past criminal activity
 - iv. time elapsed since criminal activity was engaged in
 - v. rehabilitative efforts undertaken by the applicant since the conviction(s)
 - vi. facts and circumstances surrounding the conviction(s); and
 - vii. evidence of current fitness to practice real estate. (Amended 5/17)

Associations and MLSs should be sure to evaluate individuals uniformly and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history. (Amended 5/17)

Associations or MLSs may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to a final determination on any such charge if, in the determination of the association or MLS, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk. (Amended 5/17)

4. Audit requirement. Associations or MLSs shall maintain current records as to all keys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively, by receipt of a statement signed by the keyholder and the designated Realtor®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder.

- f) If, at the time of inventory, a key is unaccounted for, or if a keyholder refuses or is unable to demonstrate that the key is within their physical control, then the key will be considered unaccounted for and any funds on deposit will be forfeited to the association.

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- g) Deposits for electronic programmers or electronic keycards which are leased but which can be deactivated within thirty (30) days may be required as a matter of local determination. (Adopted 11/95)
5. **Seller authority required.** Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate any other written document. created specifically for the purpose. Inclusion in MLS compilations cannot be required as a condition of placing lockboxes on listed property. (Amended 05/17)
6. **Reporting missing keys.** Associations or MLSs must charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association or MLS. Upon receipt of notice, the association or MLS must take any steps deemed necessary to re-secure the system. (Amended 05/17)
7. **Rules and procedures governing lockbox systems.** Associations and MLSs must adopt written, reasonable, and appropriate rules and procedures for administration of lock-box systems which may include appropriate fines, not to exceed \$15,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the association or MLS and set forth in the rules and procedures. All keyholders, whether or not they are association members or MLS participants not, shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lock-box system. (Amended 11/1305/17)
- Key lease agreements may contain a liquidated damages provision to offset some or all of the costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the keyholder. (Amended 11/97)
8. **Issuing electronic programmers or keypads on temporary basis.** In the event electronic lock-box programmers or keypads are sold or leased, a designated REALTOR® principal or an office's broker of record may purchase or lease additional programmers or keypads to be issued on a temporary basis to other keyholders in the same office in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the issuing association or MLS. When a programmer or keypad is issued on a temporary basis, it shall be the responsibility of the REALTOR® principal or the broker of record to advise the association or MLS in writing that the programmer or keypad has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the Realtor® principal or the broker of record to advise the association or MLS in writing within two (2) business days after possession of the previously issued programmer or keypad has been reassumed. (Adopted 05/17) **M**
9. **Requiring "approved" lockbox systems.** As a matter of local discretion, associations and MLSs may require placement of an MLS "approved" lockbox on listed properties if any device giving access to real estate professionals or service providers is authorized by the

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seller and occupant and is placed on the property. The purpose of this requirement, if adopted by an association or MLS, is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lockbox or other access device be “MLS-approved” does not limit the devices that satisfy the requirement to lock-boxes leased or sold by an association or MLS. The association or MLS may require that the devices be submitted in advance for approval, and the access device may be any lockbox or other access device that provides reasonable, timely access to listed property. The association or MLS also may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. (Adopted 05/17) **M**

Addendums to the GCAR MLS Rules and Regulations

Addendum A – Area Descriptions

Addendum B – Service Charges and Fees

Addendum C – MLS Violations: Fines and Penalties

 Exhibit A – MLS Disciplinary Guidelines

Addendum D – MLS Waiver Forms

 Exhibit A – Office Exclusive Listing Waiver Form

 Exhibit B – Commercial Exempted Property Waiver

 Exhibit C – Developer Exempted Property Waiver

Addendum E – Coming Soon Status Rules

Addendum F – SentiLock User Agreement

 Exhibit A – Annual Lockbox Inventory and Audit Procedures

 Exhibit B – Lockbox Violations: Fines and Penalties

 Exhibit C – Lockbox Service Charges and Fees

Addendum G – MLS Bulk/Mass Email Policy

Addendum A: Area Descriptions

Area Descriptions for listings in the Grand County Multiple Listing Service

Winter Park Area: That area from the top of Berthoud Pass to the top of Red Dirt Hill, east to the Continental Divide and west to the top of Church's Park.

Granby Area: That area from the top of Red Dirt Hill north to the top of Coffee Divide on Highway 34, west to the top of Cottonwood Pass and Highway 125 and east to the Continental Divide.

Grand Lakes Area: That area from the top of Coffee Divide or Monarch Lake Road to the top of Rocky Mountain National Park, east to the Continental Divide and west to the top of Stillwater Pass.

Hot Sulphur Springs: That area on Highway 125 north to the top of Willow Creek Pass, east from the top of Cottonwood Pass, west to the west side of Byers Canyon.

Kremmling Area: That area from the west side of Byers Canyon to the top of Rabbit Ears Pass, South on Highway 9 to Summit County line just past Blue Valley Acres

MLS Boundaries for City field

Winter Park

South Boundary - from Mary Jane Ski Area.

North Boundary - edge of the Winter Park town limits.

East Boundary - to the divide.

West Boundary - up to Denver Water Board land & or National Forest including unincorporated areas South of the Northern boundary.

Fraser

South Boundary - from the Northern boundary of Winter Park.

North Boundary - everything south of GCR 83, not including Sunset Ridge, Sunset Ridge Estates and Devil's Thumb Area.

East Boundary - to the divide.

West Boundary - west of Hwy 40, everything South of GCR 519, not including 519.

Tabernash

South Boundary & East Boundary - anything up to and off of GCR 83, including Sunset Ridge, Sunset Ridge Estates and Devil's Thumb Area.

North Boundary - top of red Dirt Hill just past Alpine Acres and YMCA.

West Boundary - everything North of GCR 519, including 519.

Granby

South Boundary - edge of Red Dirt Hill including Homestead Hills and Ten Mile Creek Area.

North Boundary - on Hwy 34 to the top of Coffee Divide.

West Boundary - extends to GCR 125, including everything on either side of 125. Extends on West of GCR 55 to the top of Cottonwood Pass.

East Boundary - Little HO property.

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Grand Lake

South Boundary - Coffee Divide

North Boundary - Rocky Mt. National Park

East Boundary - Continental Divide

West Boundary - Colorado River running N & S, Stillwater Small Tracts, Trail Creek, Scanloch, south to Willow Creek reservoir

Hot Sulphur Springs

South Boundary - GCR 55 - Arapahoe Nat. Forrest

North Boundary - Arapahoe Nat. Forrest and in holdings

East Boundary - Drowsy Water Creek – GCR 219

West Boundary - west side of Byers Canyon - including GCR 20 and GCR 50.

Kremmling Area

South Boundary - Summit County Line, just south of GCR 10

North Boundary - Jackson County Line.

East Boundary - West side of Byers Canyon.

West Boundary - County line in the Rabbit Ears Pass area.

Zip codes:

Kremmling 80459

Granby 80446

Winter Park 80482

Fraser 80442

Hot Sulphur Springs 80451

Grand Lake 80447

Tabernash 80478

Addendum B: Service Charges and Fees

- a) Initial Participation Fee:** An applicant for participation in the MLS shall pay an application fee of \$750.00 with such fee to accompany the application.
- b) Recurring Participation Fee (Access Fees):** The annual participation fee of each Participant shall be an amount equal to \$600.00 times each salesperson and licensed or certified appraiser who has access to and use of the MLS, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be \$50 each month and collected monthly.
- c) Reinstatement Fee:** If the service of a Participant has been suspended for nonpayment of MLS or Board fees, a reinstatement fee of \$50.00 shall be charged.
- d) Participant Change of Member Status Fee:** \$100.00 to cover any change or transfer from one Participant's office to another.
- e) Participant or Subscriber Change of Office Fee:** \$50.00 to cover any change of address and/or office name.

Addendum C MLS Fines and Penalties

This fining addendum is meant to give members and idea of the fines involved for various infractions of the MLS rules. Not all rules of the MLS are listed in this addendum. Member should be aware that fines may apply to all rules in the MLS whether listed here or not.

*Fines are in place to encourage the accuracy and timeliness of MLS information. Fines are meant to be educational and not punitive. Escalation of fines are in place for those members who ignore continued attempts to educate them about timely, cooperative, and accurate MLS information. Habitual infractions will result in fine escalations and higher levels of discipline as outlined in Section 7.

*All fines may be appealed to the MLS committee: Section 9 Enforcement of Rules or Disputes.

- a) **Failure to update status changes within required period:** All applicable listings of the Participant must be submitted to the MLS within 1 calendar day of the starting date of the listing. All status change information including Under- contract information, contingency information, and cancelled or withdrawn listings must be reported to the MLS within 1 calendar day of the status change date or the last authorized signature. Sold status change must be completed within 3 calendar days of closing. Fine for infraction: \$100.00 for first 2 fines. Fines escalate \$100 for each subsequent fine. After the second fine the MLS committee may recommend suspension at their discretion according to the authority listed in section 7 compliance with the rules. Authority: Section 1.1.1, Section 1.4, Section 1.5 and Section 2.5 of the GCAR MLS Rules
- b) **Accurate Data:** A listing agreement or property data form, when filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable on the property data form. All fields must be filled in with the correct information. By-passing a field with meaningless letters or numbers will not be permitted. Fine for infraction: \$100.00 for first 2 fines. Fines escalate \$100 for each subsequent fine. After the second fine the MLS committee may recommend suspension at their discretion according to the authority listed in section 7 compliance with the rules. Authority: Section 1.2 and Section 1.2.0 of the GCAR MLS Rules
- c) **Failure to comply with section 1.01 “Clear Cooperation Policy”:** MLS Members must submit within one business day any listing that has been marketed to the public in any format, including flyers, yard signs, digital marketing on public web sites, brokerage websites, including IDX and vow, digital communications marketing (e-mail blasts), multi-brokerage listing sharing networks and applications available to the general public. Fine for infraction, first fine is a warning letter, fine number two is a \$2500.00 fine, fine 3 is a 90-day suspension, fine four is a 1 year suspension or possible termination at the discretion of the MLS committee. **Note:** Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants. Authority: Section 1.01 of the GCAR MLS Rules

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d) Failure to file an MLS Exempted listing waiver form: Any MLS member who has a listing in which the seller wishes to keep the listing off the MLS for a period of time or the entire listing period must file an MLS exempted listing waiver form (or alternatively a copy of the listing contract with a clause that states the period of exemption), with the MLS service prior to advertising the listing on any site or publication or putting a sign out on the property. Failure to file this form prior to the listing begin date or prior to advertising the listing in any alternative manner will be fined. Fine for infraction, first fine is a warning letter, fine number two is a \$2500.00 fine, fine 3 is a 90-day suspension, fine four is a 1-year suspension or possible termination at the discretion of the MLS committee

Authority: Section 1.3 - Exempted Listings: If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing ("office exclusive") and a copy of such listing contract shall be filed with the MLS but not disseminated to the Participants. Filing of the listing contract will contain a certification signed by the seller that he does not desire the listing to be disseminated by the MLS. **Note:** MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.

e) Failure to file an agreement between the seller and the listing broker which authorizes the cancellation or withdrawal of the listing: Listings of property may be cancelled or withdrawn from the MLS by the listing broker before the expiration date of the listing agreement, provided notice is filed with the MLS, including a copy of the agreement between the seller and the listing broker which authorizes the cancellation or withdrawal. **Note:** Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the MLS may remove the listing at the request of the seller. Authority: Section 1.5: Cancellation or Withdrawal of Listing Prior to Expiration: **Note:** Misuse of withdrawn status: If any MLS member withdraws a listing, they must first file a written copy of the agreement from the seller which authorizes the broker to withdraw the listing. It is important that listings are only withdrawn upon authorization of the seller. Fine for infraction: \$400 for first infraction. Fines escalate \$200 for each subsequent fine. After the second fine the MLS committee may recommend suspension at their discretion according to the authority listed in Section 7 compliance with the rules.

f) MLS Listing Audit Policy: The MLS has the right to audit all listing contracts. GCAR staff will conduct random audits at their discretion. They will also conduct audits when a broker has first-hand knowledge of an offense and has the documentation to prove that the proper dates, paperwork, etc. are not in place. When the GCAR staff conducts an audit, they will e-mail a letter referencing the MLS regulations and the right of the MLS to conduct audits. Upon request from the MLS the listing broker shall immediately (within one business day) produce the requested listing or selling contract, and subsequent amendments. If the requested information is not submitted to the MLS within one business day a fine will be issued. If the information provided is not the same as the data in the MLS system a fine will be issued.

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Fine for failure to comply with an audit policy request: \$400 for first infraction. Fines escalate \$200 for each subsequent fine. After the second fine the MLS committee may recommend suspension at their discretion according to the authority listed in Section 7 compliance with the rules.

Fine for audited listing information that does not match MLS information: Fine for infraction: \$400 for first infraction. Fines escalate \$200 for each subsequent fine. After the second fine the MLS committee may recommend suspension at their discretion according to the authority listed in Section 7 compliance with the rules.

***Examples of how fining works:**

Fines for 1. status and 2. Data

Fine one: \$100.00

Fine two: \$100.00

Fine three: \$200.00

Fine four: Suspension will be considered at the discretion of the MLS committee under the authority of section 7 of the MLS rules

Fines for: 3. Exempt listings 4. Withdrawn/cancelled listings and 5. Audits

Fine one: \$400.00

Fine two: \$600.00

Fine three: Suspension will be considered at the discretion of the MLS committee under the authority of section 7 of the MLS rules

The MLS committee may consider probation or possible termination: Section 7 authority to impose discipline. Section 7 is copied below from the Rules for reference. The complete Section 7 also includes Section 7.1 Compliance with Rules and Section 7.2 Applicability of Rules to Users and/or Subscribers, which are not copied below.

Section 7, Compliance with Rules / Authority to Impose Discipline

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline is in effect to encourage timely and accurate entry of data into the MLS system. 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

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- f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years (Revised 11/14) **M**

The discipline imposed under Section 7 shall be determined on a case-by-case basis by the GCBOR MLS Committee. Factors which may be considered by the GCBOR Board when determining discipline under Section 7 includes past violations of the GCBOR MLS by the participant/subscriber, the potential harm to the GCBOR MLS by the violation, and whether the violation appears willful, wanton, or purposeful.

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14) **M**

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

GCAR MLS Rules & Regulations
Exhibit A – MLS Disciplinary Guidelines

The Grand County Association of REALTORS® MLS Committee uses the NAR MLS Policy Statement 7.21 – Appropriate Procedures for Rules Enforcement, and Enforcement of Rules Section 5 MLS Disciplinary Guidelines as guidance for imposing appropriate discipline based on the category an offence falls under. Unless otherwise specified in Addendum C, fines amounts vary.

NAR MLS Policy Statement 7.21 – Appropriate Procedures for Rules Enforcement

Filing Complaints

When requested by a complainant, MLSs must provide a process for processing complaints without revealing the complainant's identity. If the complaint is forwarded to hearing, then the MLS Committee, Grievance Committee, MLS staff or other representative must serve as the complainant when the original complainant does not consent to participating in the process or the disclosure of his or her name.

Administrative Sanctions

In any instance where a participant in an association multiple listing service is charged with violation of the MLS bylaws or rules and regulations of the service, and such charge does not include alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants, or a request for arbitration, the MLS may impose administrative sanctions. Recipients of an administrative sanction may request a hearing before the professional standards committee of the association.

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 calendar year.

Appeals

If the participant refuses to accept any sanction or discipline proposed, the circumstances and the discipline proposed shall be appealed to the board of directors of the association of REALTORS® which shall, if it deems the finding of violation proper and the sanction appropriate to the offense, delay the effective date of sanction until final entry by a court of competent jurisdiction in a suit filed by the association for declaratory relief, except in those states where declaratory relief is not available, declaring that the disciplinary action and proposed sanction violates no rights of the multiple listing service participant.

If the MLS committee has a procedure established to conduct hearings, the decision of the MLS committee may be appealed to the board of directors of the association of REALTORS®. If a separately incorporated MLS has an established procedure for the conduct of hearings, the decisions of the hearing tribunal shall be appealable to the board of directors of the MLS.

Complaints of Unethical Conduct

Alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. (Amended 11/20) **M**

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Enforcement of Rules, Section 5: MLS Disciplinary Guidelines

Associations of REALTORS® and their multiple listing services have the responsibility of fostering awareness, understanding, and appreciation for the duties and responsibilities of MLS participants and subscribers, and of receiving and resolving complaints alleging violations of the rules and regulations. The REALTOR® organization is firmly committed to vigorous, fair, and uniform enforcement. Enforcement achieves a number of goals. Where participants or subscribers are wrongly or mistakenly charged with violations, the hearing process provides personal and professional vindication. Where violations are determined, enforcement process educates participants and subscribers about their duties and obligations, and serves as a meaningful deterrent of future violations.

Allegations of conduct inconsistent with the rules are often viewed by respondents as threats to their professional and personal reputations. This can result not only in their mounting vigorous defenses but also, at times, to threats of legal challenge should a violation be determined and discipline imposed. Given that MLS participation can have significant economic value, associations and their MLSs need to strictly adhere to their established procedures when considering potential violations. This caution ensures that the rights of the parties will be observed, and legal exposure of associations and their MLSs will be minimized.

At the same time, well-founded caution should not be confused with reservation, reluctance, or hesitancy. Rules become aspirations at best, and potentially meaningless, if not enforced with vigor and determination.

Fundamental to fair and consistent enforcement is reasonable and judicious use of discipline, as both an educational device and as punishment. Associations and their MLSs have a wide variety of sanctions available to them that may be imposed for violations. These range from simple letters of warning to termination of MLS rights and privileges. Between these extremes are mandatory attendance at remedial education sessions, financial penalties, probation, and suspension. The National Association does not recommend specific penalties for certain offenses or for violations of particular rules. This is in deference to the wisdom and autonomy of the hearing panel privy to the details of complaints coming before them; in recognition of the fact that no two complaints are identical; and in view of the facts that the details of each hearing, including the experience of respondents, their history of prior violations, and mitigating or extenuating circumstances, may all come into play in determining an appropriate penalty. At the same time, there are key points to be considered with respect to imposition of discipline.

- Discipline that can be imposed is strictly limited to those forms authorized in the National Association of REALTORS® *Code of Ethics and Arbitration Manual* and to any additional form authorized by the National Association's board of directors.
- Discipline should be commensurate with the offense. Unintentional or inadvertent violations should result in penalties designed to educate respondents about the conduct expected of them. Only authorized forms of discipline may be utilized.
- Discipline should be progressive. The disciplinary emphasis on violations by new members or by long-standing members with no history of prior violations should be primarily educational. Repeated or subsequent violations should be addressed with more serious forms of discipline, including substantial fines, suspension, and termination of MLS rights and privileges.
- A gray area can exist with respect to "first time violations" that are clearly not the result of ignorance or mistake but rather demonstrate flagrant disregard for the rules. While the educational aspect of enforcement cannot be disregarded, the fact that the rules exist to

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protect clients and customers, the public, and to ensure effective, efficient functioning of the MLS, must also be considered in determining commensurate discipline.

- Mitigating or extenuating circumstances should be considered in determining appropriate discipline. The fact that a respondent recognizes or acknowledges inappropriate conduct or took steps to remediate or minimize harm or injury, should be considered in determining appropriate discipline.
- Respondent's records of earlier violations or, conversely, the fact that they have not violated the rules in the past, can be considered in determining appropriate discipline. Hearing panels cannot consider past violations in deciding whether the conduct currently complained of violates the rules.

Crafting appropriate, meaningful discipline can challenge panels that have concluded the rules have been violated. This discussion is offered as guidance, rather than as a hard and fast template, to assist panels in meeting their responsibility in ensuring the rules' viability and vitality through vigorous and evenhanded enforcement.

Progressive Discipline

Discipline imposed for violation of the rules should be progressive. The severity of discipline should increase incrementally for subsequent violations. The disciplinary emphasis where first time violations occur should be primarily educational. Repeated or subsequent violations should result in more serious forms of discipline being utilized, including substantial fines, suspension, and termination of MLS rights and privileges. At the same time, a gray area can exist where a first-time violation is not attributable to ignorance or oversight, but rather to blatant disregard for the rules. While the educational emphasis of enforcement cannot be disregarded, the fact the rules exist to protect clients and customers, the public, and to ensure the effective, efficient functioning of the MLS must be carefully considered in determining appropriate discipline.

Factors hearing panels should consider in determining appropriate discipline include, but are not necessarily limited to:

- The nature of the violation
- Harm caused by the violation. Was the violation a minor mistake causing little or no harm or, alternatively, was a client, customer, member of the public, or another participant harmed?
- Was the violation inadvertent or unintentional or, conversely, was it the result of knowing disregard for the obligations of MLS participants and subscribers?
- How much real estate experience did the violator have? Did he, or should he, have known better?
- Has the violator been found in violation of the rules previously? How often? How recently? Is the current violation related or similar to earlier violations?
- Are there mitigating or extenuating circumstances that should be considered in determining appropriate discipline?
- Did the violator acknowledge the violation? Did the violator express remorse or contrition?
- Are there other factors that ought to be considered?

Administrative Sanctions

The following is guidance for issuing administrative sanctions for MLS rule violations:

- **Category 1** violation means a rule violation relating to listing information provided by a participant or subscriber.
- **Category 2** violation means a rule violation relating to IDX and VOW displays.

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- **Category 3** violation means a rule violation relating to cooperation with a fellow participant or subscriber, and mandatory submission of listings to the service.

First Category 1 violation (or first violation within three [3] years):

Possible discipline:

- Letter of warning
- Fine of \$500 or less
- Attendance at relevant education session

Any combination of the above.

Repeat Category 1 violation (within three [3] years):

Possible discipline:

- Attendance at relevant education session(s) or course
- Fine of \$2,000 or less

Any combination of the above.

First Category 2 violation (or first violation within three [3] years):

- Possible discipline
- Letter of reprimand
- Fine of \$2,000 or less
- Attendance at relevant education session(s)

Any combination of the above.

Repeat Category 2 violation (within three [3] years):

Possible discipline:

- Attendance at relevant education session(s) or course
- Fine of \$10,000 or less
- Suspension from the MLS or from the MLS' lockbox key access for three (3) months or less

Any combination of the above.

First Category 3 violation (or first violation within three [3] years):

Possible discipline:

- Letter of reprimand
- Fine of \$10,000 or less
- Attendance at relevant education session(s)
- Suspension from MLS or from use of the MLS' lockbox key access for ninety (90) days or less

Any combination of the above.

Repeat Category 3 violation (within three [3] years):

Possible discipline:

- Attendance at relevant education session(s) or course
- Fine of \$15,000 or less
- Suspension from MLS or from use of the MLS' lockbox key access for six (6) months or less
- Termination from MLS or from use of the MLS' lockbox key access for 1 to 3 years

Any combination of the above.

MLSs are encouraged to use the MLS Schedule of Fines Table provided in Appendix 4 to establish standardized administrative sanctions for violations of the MLS rules.

Scope of MLS Handbook for Addressing MLS Rule Violations

Potential violations of the MLS rules will be processed in accordance with MLS Policy Statement 7.21, and under the process provided for in Section 9 of the NAR model MLS Rules and Regulations.

GCAR MLS Rules & Regulations

Potential violations of a data license agreement are not governed by NAR policy and will thus follow the terms for resolution in the agreement itself. (Amended 11/20) I

Exhibit A - Addendum D: Office Exclusive Exempted Listing Waiver Form

GCAR MLS Permanent Property Waiver Notice

According to Section 1.3 of the GCAR Rules & Regulations, this signed form along with the 1st signature page of the listing agreement must be submitted to admin@gcbar.com within three (3) calendar days of seller's signature date or the listing begin date on Exclusive Right to Sell, whichever is later.

Property Address: _____

Listing Period: for permanently waived property – Begin date: _____

End date: _____

I/We as the seller(s) of this property recognize and agree to the following:

The Listing Agent has informed me that he/she is a member of GCAR MLS and unless requested by the seller, is required to put all listings in the MLS system. I understand the following advantages of placing my property in the GCAR MLS system will not be available.

Please initial each statement below

___ ___ Immediate exposure of listing information to over 300 real estate agents in the Grand County area.

___ ___ Display on other Grand County area real estate company websites, Realtor.com, Zillow and RE Colorado and other syndication sites

___ ___ I also understand that because of the limited exposure to my property information, I may not receive the highest and best offer for my property.

___ ___ My listing agent has made me aware that according to section 1.01 of the GCAR MLS rules, any exempted listing that is publicly marketed must be submitted into the MLS within one business day.

___ ___ With this in mind, I confirm my desire to withhold my property located at the above referenced address from the GCAR MLS for the dates indicated above.

___ ___ I authorize the sold data on my property to be entered in the MLS system after the closing of the sale.

Seller's Name (Printed): _____

Seller's Name (Printed): _____

Seller's Signature: _____

Seller's Signature: _____

Date: _____

Date: _____

Listing Agent's Name (Printed): _____

Listing Agent's Signature: _____ Date: _____

Employing Broker's Name (Printed): _____ Date: _____

Employing Broker's Signature: _____ Date: _____

Listing Office: _____

Exhibit B - Addendum D: COMMERCIAL Exempted Property Waiver Agreement:

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The GCAR has chosen to include all property types listed in Section 1 of the MLS rules in the application of Statement 8 Section 1.01 Clear Cooperation. The GCAR does acknowledge that there could be situations in which a commercial property owner may not want their commercial property on the local MLS but will still need to have it marketed statewide or nationally. This form will provide a one-time exemption to the clear cooperation rules so that the property stated on this form may be publicly marketed without having to be submitted to the GCAR MLS for the listing period stated.

According to Section 1.3 of the GCAR Rules & Regulations, this signed form along with the 1st signature page of the listing agreement must be submitted to admin@gcbar.com within three (3) calendar days of seller's signature date or the listing begin date on Exclusive Right to Sell, whichever is later.

Property Address: _____

Property Legal Description: _____

Listing Period: for permanently waived property – Begin date: _____

End date: _____

I/We as the seller(s) of this property recognize and agree to the following:

The Listing Agent has informed me that he/she is a member of GCAR MLS and unless requested by the seller, is required to put all listings in the MLS system. I understand the following advantages of placing my property in the GCAR MLS system will not be available.

Please initial each statement below

____ Immediate exposure of listing information to over 300 real estate agents in the Grand County area.

____ Display on other Grand County area real estate company websites, Realtor.com, Zillow and RE Colorado and other syndication sites

____ My listing agent has made me aware that according to section 1.01 of the GCAR MLS rules, any exempted listing that is publicly marketed must be submitted into the MLS within one business day.

____ With this in mind, I confirm my desire to withhold my property located at the above referenced address from the GCAR MLS for the dates indicated above.

____ I authorize the sold data on my property to be entered in the MLS system after the closing of the sale.

Seller's Name (Printed): _____

Seller's Name (Printed): _____

Seller's Signature: _____

Seller's Signature: _____

Date: _____

Date: _____

*This GCAR form will serve as an agreement between GCAR MLS and the listing agent representing the above-mentioned Commercial Property.

*GCAR will provide an exception to our MLS rules section 1.01, so that the listing agent may publicly market the commercial property without having to enter the property into the GCAR MLS as required by the rules of the GCAR MLS.

*As part of this agreement the listing agent and the commercial property owner agree to put all closed properties into the MLS for statistical purposes after the listing has closed.

*As part of this agreement the listing agent agrees to work cooperatively with GCAR members in the spirit of the MLS.

The GCAR Participant and subscriber understand the rules of the GCAR MLS below:

Section 1.01, Clear Cooperation**

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

Section 1.1.1 - Listings Subject to Rules and Regulations of the MLS: Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the MLS upon signature of the seller(s). *note: All listings taken within the jurisdiction of the GCAR MLS must be filed with the service within three days from the begin date of the listing. The begin date is considered the last signature date of the seller or the begin date in the contract which ever comes last. These dates are the first day of the three-day period for purposes of entering the listing*

Section 1.3 - Exempted Listings: If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing ("office exclusive") and a copy of such listing contract shall be filed with the MLS but not disseminated to the Participants. Filing of the listing contract will contain a certification (waiver) signed by the seller that he does not desire the listing to be disseminated by the MLS.

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

Listing Agent's Name (Printed): _____

Listing Agent's Signature: _____ Date: _____

Employing Broker's Name (Printed): _____ Date: _____

Employing Broker's Signature: _____ Date: _____

Listing Office: _____

GCAR MLS Rules & Regulations
Exhibit C - Addendum D: Developer Exempted Property Waiver Form

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The GCAR has chosen to include all property types listed in Section 1 of the MLS rules in the application of Statement 8 Section 1.01 Clear Cooperation. The GCAR does acknowledge that there could be situations in which a Developer property owner may not want their Developer property on the local MLS but will still need to have it marketed statewide or nationally. This form will provide a one-time exemption to the clear cooperation rules so that the property stated on this form may be publicly marketed without having to be submitted to the GCAR MLS for the listing period stated.

According to Section 1.3 of the GCAR Rules & Regulations, this signed form along with the 1st signature page of the listing agreement must be submitted to admin@gcbor.com within three (3) calendar days of seller's signature date or the listing begin date on Exclusive Right to Sell, whichever is later.

Name of Development: _____

Name of Development Representative: _____

Property Address: _____

Property Legal Description: _____

Listing Period: for permanently waived property – Begin date: _____

End date: _____

I/We as the developers of this property recognize and agree to the following:

The Listing Agent has informed me that he/she is a member of GCAR MLS and unless requested by the seller, is required to put all listings in the MLS system. I understand the following advantages of placing my property in the GCAR MLS system

Please initial each statement below.

_____ Immediate exposure of listing information to over 300 real estate agents in the Grand County area.

_____ Display on other Grand County area real estate company websites, Realtor.com, Zillow and RE Colorado and other syndication sites

_____ My listing agent has made me aware that according to section 1.01 of the GCAR MLS rules, any exempted listing that is publicly marketed must be submitted into the MLS within one business day.

_____ With this in mind, I confirm my desire to withhold some of the available properties within the development listed above located at the above address from the GCAR MLS for the dates indicated above.

_____ I authorize the sold data on all closed properties placed under contract during the dates listed above within the development listed above to be entered in the MLS system after the closing of the sale.

Seller's Name (Printed): _____

Seller's Signature: _____

Date: _____

Seller's Name (Printed): _____

Seller's Signature: _____

Date: _____

GCAR MLS Rules & Regulations

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*This GCAR form will serve as an agreement between GCAR MLS and the listing agent representing the above-mentioned development.

*This agreement will allow the listing agent representing the above-mentioned development to list a representative sample of products available in the development in the GCAR MLS.

*GCAR will provide an exception to our MLS rules so that the representative listing agent may publicly market all the available properties in the development without having to enter all available properties in the development into the GCAR MLS as required by the rules of the GCAR MLS.

*As part of this agreement the listing agent may include a comprehensive list of all available properties in the documents section of the GCAR MLS even if not all available properties are listed in the GCAR MLS.

*As part of this agreement the listing agent shall list at least one property in the MLS at such time as the listing agent publicly markets any property within the development. This includes the commencement of accepting reservation agreements from Buyers.

*As part of this agreement the listing agent and developer agree to put all closed properties into the MLS for statistical purposes after the listings have closed.

*As part of this agreement the listing agent and developer agree to share all the information about development products that are available for GCAR members to sell.

*As part of this agreement the listing agent and developer agree to work cooperatively with GCAR members in the spirit of the MLS.

The GCAR Participant and subscriber understand the rules of the GCAR MLS below:

Section 1.01, Clear Cooperation**

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

Section 1.1.1 - Listings Subject to Rules and Regulations of the MLS: Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the MLS upon signature of the seller(s). *note: All listings taken within the jurisdiction of the GCAR MLS must be filed with the service within three days from the begin date of the listing. The begin date is considered the last signature date of the seller or the begin date in the contract which ever comes last. These dates are the first day of the three-day period for purposes of entering the listing*

Section 1.3 - Exempted Listings: If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing ("office exclusive") and a copy of such listing contract shall be filed with the MLS but not disseminated to the Participants. Filing of the listing contract will contain a certification (waiver) signed by the seller that he does not desire the listing to be disseminated by the MLS.

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

Listing Agent's Name (Printed): _____

Listing Agent's Signature: _____ Date: _____

Employing Broker's Name (Printed): _____

Employing Broker's Signature: _____ Date: _____

Listing Office: _____

Addendum E: Coming Soon Status

- a)** When adding a listing you will see an additional status in the drop-down menu. One indicates active and one indicates “coming soon”.
- b)** Members are required to put in showing start date.
- c)** The showing start date triggers active status.
- d)** DOM start when the listing goes active
- e)** The length of time a listing can be in coming soon status is 21 days
- f)** “Coming soon” listings must have fully executed listing agreements.
- g)** The seller wants to advertise and get interest but are not ready to show the property yet.
- h)** Properties cannot be shown during the coming soon period.
- i)** Should a situation arise where you need to show the property prior to the end of the coming soon period, you will need to change the status to active by updating the coming soon date to activate the listing. This will make showings available to all and make it fair to all Realtor members.
- j)** Fines still apply if the listing is not entered within 3 days the listing begin date or the sellers signature date on the contract.
- k)** There is no syndication or auto e-mails when a listing is in the “coming soon” status.
- l)** E-mail blasts about coming soon listings within the MLS system are allowed.
- m)** Coming soon listings are searchable.
- n)** Waivers will be required for listings that are withheld from the MLS for the entire listing period or longer than the 21 days allowed for coming soon.
- o)** REALTORS® should educate their sellers that keeping their listing off the MLS limits exposure of that property and in doing this they may not receive the highest and best offer for their properties.

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Addendum F SentiLock User Agreement

SENTRILOCK/SENTRIKEY® AUTHORIZED USER AGREEMENT (“Agreement”)

Upon acceptance of this AUTHORIZED USER AGREEMENT (the “Agreement”) this Agreement will govern my right, as the Authorized User, to use the Lockbox System as hereinafter defined.

The Grand County Association of REALTORS® (GCAR) and SentiLock, LLC (“SentiLock”) have contracted under separate agreement for lockbox services, namely SentiLock Bluetooth® REALTOR® Lockbox Series System and/or the SentiGuard Lockbox System (“Lockbox System”). The Lockbox System includes the Bluetooth REALTOR® Lockbox (“Lockbox”) and access to SentiKey® and SentiConnect® apps for management of the Lockbox access and administration. GCAR will offer the Lockbox Services to active Participants and Subscribers of the GCAR. The parties agree as follows:

1. **USE:** The Authorized User may use the Lockbox System and any Lockbox GCAR provides to and registers to Authorized User in connection with the Authorized User’s normal and customary activities, while acting as a real estate agent, appraiser or other GCAR approved Authorized User within the terms and conditions set forth in this Agreement.
2. **OWNERSHIP:** The Lockboxes are, and shall at all times be and remain, the sole and exclusive property of GCAR. The Authorized User will have no right, title or interest in any Lockbox except as expressly set forth in this Agreement.
3. **TERM:** The term of this Agreement begins on the date the Authorized User accepts this Agreement and terminates on the earlier of: (1) termination of GCAR’s master agreement with SentiLock; (2) the Authorized User terminates participation with GCAR; (3) GCAR terminates this Agreement as provided in Section 9; or (4) the Authorized User terminates this Agreement with written notice to GCAR. Upon termination of this Agreement for any reason, Authorized User shall surrender his/her usage of the Lockbox System immediately and return all Lockboxes to GCAR in good condition. Authorized User shall reimburse GCAR for the cost of any damaged or lost Lockboxes, including any applicable shipping charges.
4. **PAYMENT:** GCAR shall invoice the Authorized User for Lockbox Services monthly or in accordance with GCAR’s billing policy. Authorized User will be assessed a User Fee for use of the Lockbox System as determined by the GCAR Board of Directors. If Authorized User fails to pay the User Fee by the due date, SentiLock may assess a late penalty and/or reactivation fee, and de-activate Authorized User’s service until the fees and late penalty are paid in full.
5. **LICENSE:** Authorized User acknowledges that the Lockbox System and the Lockbox are the sole property of SentiLock and GCAR. Authorized User acknowledges that the System is a work in which SentiLock has patent, copyright and trademark rights and that the license to GCAR is for the purpose of facilitating its members’ ability to show real estate they have listed for sale or conduct ancillary real estate services related to the sale of real estate. Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing or otherwise transferring the System or any portion or element thereof. Authorized User shall use the Lockbox System in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Lockboxes. Any Lockbox registered to Authorized User by GCAR under this Agreement shall be returned as required by SentiLock or GCAR. GCAR may, at its discretion, require Authorized Users to replace the SentiLock Lockboxes with replacement SentiLock lockboxes compatible with the system.

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6. **LOSS AND DAMAGE:** Authorized User assumes and shall bear the entire risk of loss and damage to the Lockboxes from any and every cause whatsoever. No loss or damage to the Lockboxes or any part thereof shall impair any obligation of Authorized User under this Agreement which shall continue in full force and effect.

In the event any Lockbox is damaged, Authorized User shall return the damaged Lockbox to GCAR who shall submit it to SentiLock for repair or replacement. To the extent the repair or replacement is not covered by the SentiLock warranty, Authorized User shall reimburse GCAR for any costs incurred in connection with the repair or replacement of the Lockbox.

If a Lockbox is lost or stolen, or if in the reasonable judgment of GCAR, a Lockbox is destroyed or damaged beyond repair, Authorized User will pay GCAR the total current replacement cost including applicable shipping costs.

7. **AUDIT/INSPECTION:** From time to time, GCAR may conduct a full audit requiring Authorized Users to verify the then-current location of all Lockboxes. Authorized User agrees to fully cooperate with such audits. GCAR shall, at any and all times, have the right to go to any property where a Lockbox is located for the purpose of inspecting the same or observing its use. Authorized User shall give GCAR immediate notice of any attachment or other judicial process affecting any Lockbox and shall, whenever GCAR requests, advise GCAR of the exact location of each Lockbox. In the event a Lockbox cannot be accounted for, GCAR reserves the right to assess a replacement cost of the box, including any applicable shipping cost, to the Authorized User.

Lockboxes owned or leased by GCAR can be recalled at any time, whatsoever with notice to Authorized User. If Authorized User fails to return Lockboxes as indicated in the notice, GCAR reserves the right to assess the replacement cost of the Lockbox/es, including any applicable shipping costs, to the Authorized User.

8. **DISCLAIMER OF WARRANTIES:** GCAR is not the manufacturer, supplier or dealer of or in the Lockbox System. Accordingly, GCAR makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof, or their materials or workmanship. GCAR further disclaims any liability for loss, damage, or injury to Authorized User or third parties as a result of any defects, latent or otherwise, in the Lockbox System, whether arising from GCAR's negligence or application of the laws of strict liability. Authorized User takes possession of any and all Lockboxes issued to it "AS IS".

9. **FAILURE TO COMPLY:** Authorized User agrees to be subject to the disciplinary rules and procedures of GCAR for violation of any provision of this Agreement. Discipline may include forfeiture of the Authorized User's access to the Lockbox System and the Authorized User's right to retain any Lockbox issued to the Authorized User under this Agreement. GCAR or SentiLock may, at any time, fine an Authorized User, suspend or terminate access to the SentiLock System and revoke Lockbox Service for cause, including but not limited to:

- a. Violation of GCAR's Rules and Regulations, applicable Bylaws, or other applicable rules or policies including regulations of the Colorado Department of Regulatory Agencies (DORA), the Colorado Real Estate Commission (CREC), and the National Association of REALTORS®;
- b. Non-payment of fees due, regardless of conduct or other rules;
- c. Sharing or loaning any Lockbox System credentials to another person, whether or not they are a member of GCAR;
- d. Allowing access to the Lockbox without Seller's written authorization;

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- e. Criminal activity including property damage and theft from a property secured by a SentiLock lockbox; or
 - f. Dissemination of any information that would jeopardize the security or integrity of the System, property secured by such, or the safety of the Authorized User, property owner(s), occupant(s), clients, customers, or other real estate professionals.
10. SURRENDER: Authorized User agrees to return the SentiLock Lockbox within five (5) business days to GCAR after occurrence of any of the following events:
- a. Termination as an active Participant or Subscriber of GCAR;
 - b. Termination of Subscriber's association with an active Broker Participant;
 - c. Termination of this Agreement under Section 9; or
 - d. In the event of the death of the Authorized User, heirs or personal representatives will return the SentiLock Lockbox to GCAR.
11. RECIPROCITY: If accessing a Lockbox in an MLS or Association offering reciprocity, Authorized User agrees to abide by the applicable lockbox rules and policies of such MLS or Association and be subject to any discipline therein. GCAR does not offer reciprocity to other MLSs or Associations.
12. INDEMNIFICATION: Authorized User agrees to indemnify and hold GCAR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against GCAR resulting from loss, use or misuse of the Lockbox System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentiLock System. The Authorized User shall promptly notify GCAR of any claim, and cooperate fully with them in defending or settling any claim.
13. NOTICES: All notices, demands, or consents required or permitted under this Agreement shall be either in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight carrier service, or delivered by email, to the appropriate party at the following addresses:

GCAR:

Sallie Arnold, GCAR CEO

Address: 45 N 2nd Street or PO Box 466 Granby, CO 80446

To the contact information on file at GCAR.

14. ASSIGNMENT: Authorized User shall not assign or transfer this Agreement or any rights or obligations under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitute ground for immediate termination of this Agreement by GCAR.

All rights of GCAR hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Authorized User. If GCAR assigns this Agreement or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by GCAR hereunder or pursuant to any other agreement between GCAR or

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Authorized User, should there be one, shall excuse performance by Authorized User of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by GCAR under the terms of this Agreement. Anything herein contained to the contrary, GCAR shall not have the right to, and agrees that it will not, include in any such assignment any of GCAR's rights against vendors, manufacturers or suppliers of any of the Lockboxes.

15. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of the GCAR. Authorized User acknowledges that by entering into this Agreement, he or she has transacted business in the State of GCAR. Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in State of GCAR, as to all matters relating to or arising from this Agreement. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

16. PARTIAL INVALIDITY: Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.

17. ENTIRE AGREEMENT: This written contract expresses the entire agreement between the Authorized User and GCAR with respect to the Lockbox System. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Authorized User.

18. AGREEMENT AND ACKNOWLEDGEMENT: I acknowledge that I have read and agree to comply with GCAR Rules and Regulations and Lockbox System Policies as may be from time to time amended. A copy of the GCAR Rules and Regulations and Lockbox System Policies can be found online by logging into the GCAR website or at the GCAR office. I understand that violations of GCAR Rules and Regulations and Lockbox System Policies may result in fines and/or suspension or termination of Lockbox Service.

You will also sign this agreement electronically via SentiLock app when you first login.

Authorized User: _____

Printed Name of Authorized User: _____

Date of Agreement: _____

Exhibit A - Annual Lockbox Inventory Procedures and Request for Additional Lockboxes

1. Using SentiLock software, perform an “audit log report” of all existing boxes both assigned and unassigned. That is, active onsite or inactive in your possession. In order to include the inactive boxes in the report, broker must insert Smart Card in unassigned boxes and upload into the system with no location prior to running “audit log report”.
2. Managing Broker should view report, validate through a fiscal inspection and/or internal log. Any lockbox with 60 days or more of inactivity and which is still active in the MLS should be verified.
3. Managing Broker can call SentiLock to obtain the last recorded location of any given lockbox.
4. Managing Broker shall submit the inventory report to GCBOR for verification in order to request additional lockboxes and to satisfy annual inventory provision.

Note: It is imperative that all Managing Brokers and Smart Card Users enter and maintain MLS information for each and every active lockbox. This will, in the end, make the audit process run smoother and ensure accurate results.

Exhibit B - Lockbox Violations: Fines and Penalties

Lock Box Fines and Penalties

- **Fine #1: No Sharing of Smart cards:** Any Managing Broker or agent found to be sharing or lending their Smart Card with anyone else will be fined \$300 for the first offense, along with a letter of reprimand to be placed permanently in their file. A second offense will be \$500 and the member will need to appear before the MLS committee for a hearing regarding possible termination of lock box privileges. A third offense would result in the automatic termination of lock box privileges. Due process will be given to all participants and agents issued a fine regarding the sharing of Smart Cards in the form of a hearing before the MLS committee and appeals directed to the Board of directors of GCBOR. No warning will be issued for this offense. The rules are very clear on this matter and any sharing or loaning of the Smart Card seriously compromises the integrity of our system.
- **Fine #2: Active lock boxes must be assigned to a listing when in use:** Lock boxes that are active but not assigned to a listing: Lock boxes that are actively being used on a property must have an MLS number assigned to them. Without this assignment we are unable to track the location of the lock box. Each lock box member will be given one warning for this infraction before they are fined. This warning is one time for any offense for that member’s entire lock box participation. A fine of \$100.00 will be issued for any lock box that is actively being used on a property but does not have an MLS number assigned to it. The first three fines will be \$100.00 for each fine. With the third lock box fine the member will be notified that if they are fined again the fine will go up to \$300.00 and that each subsequent fine will increase by \$100.00 per fine. After five fines the MLS committee will recommend either temporary

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suspension from the lock box system, mandatory ethics training or both. These fine increases are based on one calendar year.

Exhibit C – Lockbox Service Charges and Fees

1. One-time Application Fee: \$250
2. Monthly Fee: \$15
3. Lock box replacement cost for lost stolen or damaged lock boxes not covered under extended warranty: \$125

*Fees may be changed at any time by the Grand County Association of REALTORS® Board of Directors. The fees listed here are accurate as of the approval date of these rules and are listed as informational. Always check with GCAR staff for current SentiLock fees.

Addendum G: MLS Bulk/Mass Email Policy

MLS E-mail:

The MLS blast e-mail service is provided by the GCBOR MLS Vendor as a convenience to our members so that they can effectively communicate with each other on a bulk basis about a wide variety of topics.

The categories available are:

- a) Real Estate: Information about properties for sale, open houses, price reductions etc.
- b) Rental Information: Information about properties for rent or persons in need of properties for rent
- c) Items for sale: Post items you have for sale either personal or items from a property you have listed.
- d) Community news: Communicate about community events and charitable fund raisers. Church events will be allowed.
- e) Business to Business: Business' may promote events they have planned or specials they may be running that may be of interest to our members.

You may opt out of one or all of the blast e-mail sections if you do not wish to receive these e-mails.

The MLS e-mail is a service to our members provided for their convenience. At no time may the bulk e-mail be used to discredit or complain about fellow members, directors, staff, community businesses, or any persons involved in community businesses, politics or community activities. The MLS e-mail is NOT a venue to air grievances about others under any circumstances. The MLS rules and regulations and the GCBOR bylaws provide for many other avenues to address problems and complaints. Do not use the MLS email for personal grievances or to discredit others in any manner.

Anyone who uses in the MLS bulk e-mail to complain or discredit others will have this service immediately turned off. Members engaging in such behavior should be aware that they may possibly be subject to violations of the code of ethics section 15 or the GCBOR bylaw Article VI section 13 Harassment.

To have the bulk e-mail turned back on after an infraction of this nature will require a hearing and explanation before the MLS committee in accordance with section 9.1 of the MLS rules and regulations. Consideration will be given to turn the service back on after the hearing is finalized.