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**Rules and Regulations**

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## SECTION 1.0 INTRODUCTION

### 1.1 Purpose:

The Central Virginia Regional Multiple Listing Service, LLC (“CVRMLS”) is a means by which authorized Broker Participants make blanket unilateral offers of compensation to other Broker Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Appraiser Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of Listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the Cooperating Broker's performance as a procuring cause of the sale or lease. An additional service provided by CVRMLS and subject to these Rules and Regulations is the lockbox key system.

### 1.2 Participation:

Any REALTOR® member of the Richmond Association of REALTORS®, Inc., the Southside Virginia Association of REALTORS® or any other board/association who is a principal, partner, corporate officer or branch manager acting on behalf of a principal, or licensed or certified appraisers holding REALTOR® membership without further qualifications, shall be eligible to participate in CVRMLS upon agreeing, either in writing or electronically, to conform to these Rules and Regulations and paying the cost incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, eligible to become a Broker Participant unless he/she, or if a brokerage firm, its principal real estate broker/broker in charge, holds a current, valid real estate broker's license, is actively engaged in real estate brokerage, and offers and accepts compensation to and from other Broker Participants, or is certified by an appropriate state regulatory agency to engage in the appraisal of real property. Subscribers, as defined, are eligible to participate in CVRMLS only under the aegis of a Participant, as defined; although they agree to abide by these Rules and Regulations, it is the Participant who is ultimately responsible for ensuring compliance. Use of information developed by or published by CVRMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Furthermore, none of the foregoing is intended to convey participation or any right of access to information developed by or published by CVRMLS where access to such information is prohibited by applicable law.

### 1.3 Jurisdiction:

The jurisdiction of CVRMLS comprises the cities of Richmond, Hopewell, Petersburg and Colonial Heights, and; the Counties of Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Powhatan, Prince George, Charles City, New Kent and King William.

#### **1.4 Confidentiality of CVRMLS Information:**

Any information provided by CVRMLS to any Participant shall be considered confidential information, including without limitation, the MLS Database, the IDX Database, any Participant's or Subscriber's password to the MLS Database and IDX Database, any printouts of the MLS Database and IDX Database as provided under these Rules and Regulations, and all Participant's or Subscriber's Listings and Other Brokers' Listings, including personal information of a Seller included in a Participant's or Subscriber's Listing or Other Brokers' Listing ("Confidential Information"). Confidential Information shall be maintained by Participant as confidential and available exclusively for the use by Broker Participants, and their Subscribers, and Appraiser Participants and licensed and certified appraisers affiliated with such Participants as provided in these Rules and Regulations. Participants and Subscribers shall not disclose any Confidential Information to anyone, except as expressly allowed under these Rules and Regulations, or as ordered by a court of competent jurisdiction or as otherwise required by law. Participants and Subscribers shall not disclose any Confidential Information pursuant to a court order or as required by law until the applicable Participant or Subscriber has given CVRMLS ten (10) days prior written notice and an opportunity to oppose such disclosure. Notwithstanding the foregoing, Participants and Subscribers may disclose individual Listings maintained in the MLS Database in the ordinary course of Participant's or Subscriber's business as a real estate professional.

#### **1.5 CVRMLS Not Responsible for Accuracy of Information:**

CVRMLS does not verify the Listing information provided by Participant for input into the MLS Database and disclaims any responsibility for its accuracy. Each Participant and Subscriber agrees to hold CVRMLS harmless against any liability arising from any inaccuracy or inadequacy of any information contained in the MLS Database.

#### **1.6 Access to MLS System:**

All Participants and Subscribers must attend an MLS Database training class, which includes Rules and Regulations instruction, within thirty (30) days of their application for membership.

#### **1.7 Condition of Membership/Use of "MLS" and "Multiple Listing Service":**

As a material condition of being a Participant or Subscriber, Participants and Subscribers shall not use any version or derivative of CVRMLS' name in the title or name of their firm or as a personal title or as a means of identification in their public advertising, marketing, or Internet web sites. It is, however, permissible and encouraged for Participants and Subscribers, in good standing, to accurately state an affiliation with CVRMLS.

## SECTION 2.0 DEFINITIONS

**AGENT SUBSCRIBER** - Non-principal brokers or sales licensees of a Broker Participant who have signed an MLS User Application which has been accepted by CVRMLS.

**APPRAISER PARTICIPANT** – a licensed appraiser holding REALTOR® membership, who has signed an MLS User Application which has been accepted by CVRMLS.

**ASSOCIATIONS** - the Richmond Association of REALTORS®, and the Southside Virginia Association of REALTORS®.

**BROKER LOAD** - Listings entered into the MLS Database by a Broker Participant, Agent Subscriber or office staff of a Broker Participant/Agent Subscriber.

**BROKER PARTICIPANT** - a REALTOR® principal or REALTOR® branch office manager who has signed an MLS User Application which has been accepted by CVRMLS.

**BROKER PARTICIPANT'S LISTINGS** – only the Listings which are submitted to CVRMLS by an applicable Participant, or an Other Real Estate Professional on behalf of the Participant, or in the case of an Agent Subscriber, are delivered to a Participant by the Agent Subscriber. Subscriber's Listings also include Listings that are Broker Loaded by the applicable Participant or an Other Real Estate Professional on the Participants' behalf.

**BUYER AGENCY** - Representation of a buyer by a Participant.

**CVRMLS** - Central Virginia Regional Multiple Listing Service, LLC.

**CVRMLS COMMITTEE** - a committee of Participants and Subscribers selected by the President of CVRMLS and approved by the CVRMLS Board of Directors which assures the provision of quality service to Subscribers, advises on the operations of CVRMLS, and administers the Rules and Regulations.

**CO-EXCLUSIVE LISTINGS** - Listings for which there is a listing broker and agent and a co-listing broker and agent. Both listing brokers and agents will be jointly and severally accountable and liable.

**CONFIDENTIAL INFORMATION** – has the meaning set forth in Section 1.4 of these Rules and Regulations.

**CONTRACT WITH RIGHT OF FIRST REFUSAL CLAUSE** – a contract providing the right of a person to have the first opportunity either to purchase or lease real property.

**DAYS** - All mention of "days" refers to calendar days.

**DESIGNATED AGENCY** - refers to a relationship in which a licensee who has been assigned by a principal or supervising broker to represent a client when a different client is also represented by such principal or supervising broker in the same transaction.

**DUAL AGENCY** – representation of both principals to a transaction.

**DUAL COMPENSATION ARRANGEMENTS:** the existence of a dual 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 CVRMLS. 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.

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

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

**INTERNET DATA EXCHANGE (IDX)** - a means by which each Broker Participant may permit the display of its firm's active Listings appearing in the MLS Database and the IDX Database on all other IDX Participants' Internet web sites.

INTERNET DATA EXCHANGE DATABASE or IDX DATABASE- the current aggregate compilation of all active Listings of all IDX Participants and IDX Subscribers except those Listings where the Seller has opted out of Internet publication by so indicating on the Exclusive Right to Sell.

LISTING – the data, text, remarks, pricing information, and other information, photographs, images, audio recordings, virtual tours, narratives, drawings, descriptions, video clips, and other graphics used in connection with or regarding a parcel of real property, and all improvements on the real property, which is used in connection with the listing, marketing, and sale of real property.

LICENSE AGREEMENT – a license agreement with terms acceptable to CVRMLS, in its sole discretion, and entered into between CVRMLS and a Participant or Subscriber, or CVRMLS and a third party at the request of the Participant or Subscriber.

LISTING AGREEMENT - an enforceable, written, and fully executed agreement between a Listing Broker and Seller whereby, among other things, the Listing Broker agrees to provide real estate sales services to the Seller, and the Seller agrees to pay compensation for services provided, including compensation to a cooperating broker, if applicable, all in accordance with applicable law.

LISTING BROKER – with respect to a Listing, the Broker Participant which submits the Listing to CVRMLS or Broker Loads the Listing.

MLS DATABASE – the compilation of Listings known as the MLS Database, as modified from time to time by CVRMLS.

MLS USER APPLICATION – the user application provided by CVRMLS, which is in a form acceptable to CVRMLS in its sole discretion.

NAMED PROSPECT(S) EXEMPT - Exclusive Right to Sell and Exclusive Agency Listing Agreements which include the name(s) of prospects to whom the Seller may sell the property without compensation being due to the listing firm.

OTHER BROKERS' LISTINGS – all Listings included in the MLS Database and IDX Database, except the applicable Broker Participant's Listings.

PARTICIPANT – collectively Broker Participants and Appraiser Participants.

RULES AND REGULATIONS – these Rules and Regulations of Central Virginia Regional Multiple Listing Service, LLC.

SELLER - one who has the exclusive right to hold, possess or control, and dispose of real property, any interest in real property, or any shares in a cooperative. Ownerships may be held by a person, corporation or governmental entity.

SUBAGENCY - representation by a person acting as an agent of a person, who is already acting as an agent for a principal.

OTHER SUBSCRIBER - a Participant's affiliated unlicensed administrative and clerical staff provided that any such individual is under the direct supervision of a Participant or a Subscriber of the Participant which is accepted by CVRMLS. If such access is available to unlicensed or uncertified individuals, their access is subject to these Rules and Regulations, the payment of applicable fees and charges (if any), and the limitations and restrictions of state law. None of the foregoing shall diminish the Participant's ultimate responsibility for ensuring compliance with the Rules and Regulations of CVRMLS by all individuals affiliated with the Participant.

SUBSCRIBER – collectively Agent Subscribers and Other Subscribers.

VENDOR - any third person or entity which displays Listings on a Broker Participant's or Agent Subscriber's behalf.

### SECTION 3.0 SERVICES PROVIDED

3.1 Subject to the payment of all fees owing by the Participant or Subscriber to CVRMLS, CVRMLS agrees to make the MLS Database available for the applicable Participant or Subscriber to access through CVRMLS' designated website or by another means provided by CVRMLS. No person, except the applicable Participant or Subscriber, may access the MLS Database or use any of the other services provided to Participants and Subscribers under these Rules and Regulations. CVRMLS agrees to make the MLS Database available for Broker Participants to Broker Load Listings and to modify such Listings strictly in accordance with the terms and conditions of these Rules and Regulations.

### SECTION 4.0 LICENSE GRANT

4.1 **CVRMLS hereby grants** to each Participant and Subscriber a limited, non-exclusive, and personal license to use the Listings maintained in the MLS Database only for purposes expressly allowed under the applicable Participant's or Subscriber's certification or licensure, these Rules and Regulations, and any applicable License Agreement. Specifically, CVRMLS hereby grants to each Participant and Subscriber a limited, non-exclusive, personal license to use the Listings and the MLS Database as expressly permitted under SECTION 21.0 of these Rules and Regulations. Except as expressly authorized in these Rules and Regulations or an applicable License Agreement, each Participant and Subscriber agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, store, time-share, or otherwise use the MLS Database or the information maintained in the MLS Database. Each Participant and Subscriber further agrees to take all reasonable steps to protect the MLS Database and the Listings from unauthorized access, copying, or use.

- 4.2 **Participant hereby grants** to CVRMLS a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, copy, publish, display, and reproduce the Broker Participant's Listings, to prepare derivative works of the Broker Participant's Listings, and to distribute the Broker Participant's Listings or any derivative works thereof. Such license shall be deemed granted as of the moment of creation without the necessity of any further action on the part of either party. Participant represents and warrants to CVRMLS with respect to the Listing for each of Broker Participant's Listings that the Listing, and the license of rights in and to the Listing to CVRMLS, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third party.
- 4.3 **Participant agrees not to challenge** CVRMLS's rights in and to the MLS Database or to take any action inconsistent with the license granted to the Broker Participant's Listings under this Agreement. Participant agrees to take all action and execute and deliver to CVRMLS all documents requested by CVRMLS in connection with the license granted to CVRMLS in and to the Broker Participant's Listings. Participant further agrees to take all action and execute and deliver to CVRMLS all documents requested by CVRMLS in connection with the copyright application and registration of the MLS Database.
- 4.4 **Participant shall indemnify CVRMLS** against all damages, costs, and liabilities, including reasonable attorney fees, arising from any claim that the Broker Participant's Listings or any portion of the Broker Participant's Listings infringes the rights of any third party. PARTICIPANT ACKNOWLEDGES THAT THE FOREGOING SENTENCE MEANS THAT PARTICIPANT MUST OBTAIN ASSIGNMENTS OR LICENSES FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING, INCLUDING AGENTS, PHOTOGRAPHERS AND SELLERS, AS NECESSARY FOR PARTICIPANT TO LICENSE THE LISTING TO CVRMLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING UNDER THESE RULES AND REGULATIONS. IF PARTICIPANT FAILS TO DO SO, PARTICIPANT WILL ASSUME AND REIMBURSE CVRMLS FOR THE COST OF DEFENDING CVRMLS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.
- 4.5 **Without limiting the generality** of this SECTION 4.0, but subject to the rights of participants in CVRMLS' multiple listing service to opt out of inclusion with respect to Listings submitted by such participant as set forth in these Rules and Regulations, Participant acknowledges and agrees that CVRMLS may use and license, or otherwise grant rights in or to the MLS Database or any or all of the Listings included in the MLS Database, including any and all Broker Participant's Listings, to any third party for any lawful purpose reasonably deemed appropriate by CVRMLS, unless otherwise limited by a separate agreement between CVRMLS and the applicable Broker or by these Rules and Regulations.

- 4.6 **Participant hereby grants** to CVRMLS all rights necessary for CVRMLS to protect and enforce all intellectual property rights associated with the Broker Participant's Listings, including all copyrights. In accordance with the grant of such rights, Participant hereby irrevocably authorizes, empowers and vests in CVRMLS the right, and appoints CVRMLS as Participant's attorney in fact, to do the following:
- 4.6.1 **Add watermarks or other means** of identification to any and all Listings, regardless of whether such means of identification is visible, and take any and all other action deemed appropriate by CVRMLS to identify the source of any misuse, infringement, or misappropriation of any Broker Participant's Listings.
  - 4.6.2 **Send demand letters, exercise rights** under any applicable license agreements, and take any and all other action deemed appropriate by CVRMLS to prevent the misuse, infringement, or misappropriation of any Broker Participant's Listings.
  - 4.6.3 **Enforce and compromise any and all** intellectual property rights in the Broker Participant's Listings, including all copyrights, whether such rights are held in the name of Participant or others, and take all action deemed necessary and appropriate by CVRMLS in connection with the enforcement of all such rights, including, without limitation, the filing and prosecution of litigation or binding arbitration with respect to any potential claim of infringement, misappropriation, or other similar claim, the naming of any parties deemed appropriate by CVRMLS, and the collection of any damages.
  - 4.6.4 **Execute all documents**, whether in the name of Participant, Subscriber and/or CVRMLS, deemed appropriate by CVRMLS to effect any of the foregoing.

Notwithstanding the foregoing, nothing in this SECTION 4.0 requires CVRMLS to take any proceeding or other action against any person, firm, partnership or other entity that Participant claims may be infringing any Broker Participant's Listings.

#### **SECTION 5.0 LISTINGS INCLUDED IN THE MLS DATABASE**

- 5.1 Broker Participants and Agent Subscribers agree and acknowledge that CVRMLS may maintain the MLS Database and the IDX Database using data and other information from the applicable Broker Participant's or Agent Subscriber's Listings.

#### **SECTION 6.0 PARTICIPANT PAYMENT OF AGENT SUBSCRIBER USER FEES AND LICENSE AGREEMENT FEES**

- 6.1 Each Broker Participant agrees to pay to CVRMLS all unpaid user fees and other fees and amounts, including any license fees under any License Agreement, plus interest, owing to CVRMLS by any of such Broker Participant's Agent Subscribers. In addition, Broker Participant agrees to pay to CVRMLS an amount

equal to the fees that would be owing by all agents of Broker Participant who have not paid such fees and who are active licensees as shown on the records of the Virginia Real Estate Board.

## **SECTION 7.0 THIRD PARTY LICENSE AGREEMENTS**

- 7.1 Subject to obtaining the consent of each Broker Participant, after giving notice as provided in this Section 7.1, each Participant and Subscriber acknowledges and agrees that CVRMLS may license, or otherwise grant rights, to a third party to the MLS Database or the IDX Database, or any or all of the Listings included in the MLS Database or the IDX Database, at any time in CVRMLS' sole discretion, for any purpose deemed appropriate by CVRMLS. In accordance with the foregoing, each Broker Participant and Agent Subscriber expressly consents to CVRMLS granting the licenses and other rights described in the foregoing sentence. Except for licenses granted to display IDX Listings in accordance with SECTION 24.0, and licenses granted to Subscribers which are necessary to enable Subscribers to facilitate cooperative brokerage transactions involving Listings included in the MLS Database, CVRMLS agrees to provide notice to each Participant of any license granted by CVRMLS to a third party. Broker Participant may rescind such consent for the inclusion of his/her Listings in that specific license if Broker participant provides notice to CVRMLS within ten (10) days of delivery of CVRMLS notice to Broker Participant.
- 7.2 If CVRMLS grants a license or other rights to Broker Participant's Listings to any third party, all exclusive Listings, regardless of type, will be included in the feed of Listings unless a Broker Participant withholds consent for such license. CVRMLS may exclude from such license or grant of rights any Listing where (a) the Listing displays to the public the property's street address or a graphic display of the property's specific location, and (b) the seller displays on the property a "For Sale by Owner" sign or another sign or notice indicating that the seller is soliciting direct contact from buyers.
- 7.3 Unless a Broker Participant or Agent Subscriber has made an IDX Non-Participating Election, as such term is defined in Section 24.2, each Broker Subscriber expressly consents to all IDX Participating Brokers and all IDX Agents advertising all Listings for properties listed for sale by the Broker Participant in accordance with SECTION 24.0, and in connection with such advertising, each Broker Participant consents to CVRMLS granting licenses to all IDX Listings to IDX Participating Brokers, IDX Agents, vendors and other third parties deemed appropriate by CVRMLS to facilitate the display of IDX Listings by IDX Participating Brokers and IDX Agents.

## **SECTION 8.0 LICENSE TO BROKER PARTICIPANT'S LISTINGS**

- 8.1 Upon the receipt of a written request from a Broker Participant, in a form acceptable to CVRMLS, and so long as Broker Participant, the applicable Agent Subscriber, and/or the applicable Vendor are not in default under these Rules and Regulations or any agreement with CVRMLS, CVRMLS will grant to the Broker Participant, the applicable Agent Subscriber of the Broker Participant, or the applicable Vendor a license to the Listings of such Broker Participant. The license will only be granted pursuant to a License Agreement. CVRMLS has no obligation to grant a license to the Broker Participant, any Agent Subscriber, or any Vendor which does not enter into a License Agreement. In addition to any applicable license fee payable by the Broker Participant, Agent Subscriber, and/or the Vendor, the Broker Participant or Agent Subscriber shall pay to CVRMLS all costs and expenses incurred by CVRMLS in connection with any licenses and any services provided by CVRMLS in connection with such licenses.

## SECTION 9.0 **PASSWORDS**

- 9.1 Participants and Subscribers shall not have access to the MLS Database without a password. The initial temporary password will be provided by CVRMLS, and thereafter, the Participant or Subscriber shall create and maintain its own password in accordance with these Rules and Regulations. Passwords are subject to change, suspension, or cancellation by CVRMLS at any time; provided, however, CVRMLS shall not cancel a password unless the applicable Participant or Subscriber is in default, CVRMLS has reason to believe that the applicable Participant or Subscriber is in default, or events have occurred or are occurring which CVRMLS believes in good faith may reasonably lead to a default under these Rules and Regulations. CVRMLS may, at any time, require that passwords be changed. If, at any time, Participant or Subscriber has reason to believe that a password is being used or has been disclosed to anyone not authorized under these Rules and Regulations, Participant or Subscriber shall immediately give notice of such event to CVRMLS.

## SECTION 10.0 **COPIES AND DERIVATIVE WORKS**

- 10.1 **Each Participant and Subscriber** agrees that he/she shall not do any of the following, either directly or indirectly, including assisting any other person or otherwise contributing in any way to any of the following:
- 10.1.1 **Make any copies of the MLS Database or IDX Database**, or any portion of the MLS Database or IDX Database, including any specific Listing included in the MLS Database or IDX Database, except as expressly Regulations or an applicable License Agreement provided in these Rules and
- 10.1.2 **Create any derivative works**, enhancements, or other modifications of the MLS Database or IDX Database, or any portion of the MLS Database or IDX Database,

except as expressly provided in these Rules and Regulations or an applicable License Agreement.

- 10.1.3 **Download, distribute, export,** or transmit the MLS Database or IDX Database, or any portion of the MLS Database or IDX Database, to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the MLS Database or IDX Database, or any portion of the MLS Database or IDX Database, except as expressly provided in these Rules and Regulations or an applicable License Agreement.
- 10.1.4 **Publicly display the MLS Database or IDX Database,** or any portion of the MLS Database or IDX Database, except as expressly provided in these Rules and Regulations or an applicable License Agreement.

## SECTION 11.0 LISTING REQUIREMENTS

- 11.1 **Data Entry:** All and only Exclusive Right To Sell and Exclusive Agency Listings of the property types listed below, located within the jurisdiction of CVRMLS shall be Broker Loaded into the MLS Database. No later than 48 hours after the last required signature of the Seller has been obtained on a Listing Agreement, the Listing shall be either entered into the MLS Database or faxed, postmarked or delivered to CVRMLS with a fully completed Listing input form, if it is desired that CVRMLS staff input the Listing into the MLS Database. No other types of Listings will be accepted including, but not limited to, open listings and net listings. Daily, the CVRMLS staff will randomly select every 3rd, 5th, 7th, 10th (or some other number) of the new Listings entered on the previous day. The CVRMLS staff will contact both the applicable Agent Subscriber and Broker Participant or Broker Participant representative and request that a copy of the Listing Agreement be received (faxed or in person) by CVRMLS within two (2) days. If the Listing Agreement is not sent to CVRMLS within two (2) days, the Listing will be considered a late submission and a fine letter will be mailed. CVRMLS staff will review the Listing Agreement using these Rules and Regulations as the basis for that review. Any penalties ensuing from this review will be those established in these Rules and Regulations. The CVRMLS Committee reserves the right to audit Listing files. **(Violation of this rule is subject to a \$250.00 fine as outlined in Section 19.4)**

The following property types are required to be entered into the MLS Database by Broker Participants; provided, however, that any Listing entered is entered into within the scope of the Broker Participant's licensure as a real estate broker.

- 11.1.1 **Residential:**

**(Violation of this rule is subject to a \$2,500.00 fine as outlined in Section 19.4)**

- (A) **Single Family** - New and resale single family dwelling and farms for residential use.
- (B) **Condo/Townhouse** - New and resale condo/townhouse dwellings for residential use.
- (C) **Residential Multi-Family** - New and resale multi-family residential.
- (D) **Residential Lots/Land** - New and resale lots and land for residential use.
- (E) **Residential Rental** – Residential Rental Properties.

## SECTION 12.0 LISTING PROCEDURES

- 12.1 **Listings Subject to CVRMLS Rules and Regulations:** All Listings of the designated types of property located within the jurisdiction of CVRMLS are required to be submitted to CVRMLS. Listings of property located outside CVRMLS' jurisdiction will be accepted if submitted voluntarily by a Broker Participant, but will not be required by CVRMLS.

Any Listing under a Listing Agreement to be filed with CVRMLS is subject to the Rules and Regulations upon obtaining the last required signature of the Seller(s) or Seller(s).

### 12.2 CVRMLS Forms:

- 12.2.1 **Exclusive Right To Sell:** As a service to Broker Participants, copies of CVRMLS Exclusive Right to Sell forms are provided by CVRMLS to Broker Participants who choose to use them. Broker Participants electing to use Listing Agreements other than those provided by CVRMLS must assure they include the following statement, or one substantially the same, releasing CVRMLS from any liability for the publishing of the Listing:

"The undersigned Seller is aware that the Broker, as a member of CVRMLS, has an obligation to file the Property and all pertinent information regarding it with CVRMLS for the term of this agreement. The Seller understands that the primary objective of the CVRMLS is to distribute current information about property listings to all of its members and that the vast majority of homes for sale in the Richmond Metropolitan area are marketed through the CVRMLS database. The Seller acknowledges that by not allowing the publication of their Property in the CVRMLS database, the Seller will substantially reduce the number of potential purchasers and cooperating real estate offices who would learn about the availability of the Property. It is understood and agreed that the Broker will submit pertinent information concerning the Property to CVRMLS. Such information, together with any other

information provided to or obtained by the Broker with respect to the Property, may be disclosed to prospective purchasers and other brokers and may be included in all listings, comparable books and other materials distributed by CVRMLS either before or after the term of this listing or the sale of the Property. It is further understood that the Broker will furnish to CVRMLS notice of all changes of information concerning the Property as agreed by the undersigned Seller, and that upon completion of a fully executed sales agreement on the Property, the Broker will notify CVRMLS of said sale.”

**12.2.2 Data Input Forms:** Data input forms are provided by CVRMLS.

**12.2.3 Filing Forms with CVRMLS:** For Listings that are not Broker Loaded only, a copy of the Listing Agreement and the original of the appropriate Listing input form completed in every detail that is ascertainable shall be submitted [postmarked or hand delivered] to CVRMLS no later than the second calendar day after the last required signature of the Seller(s) or Seller(s) is obtained on the Listing Agreement.

**12.3 Inputting and Accessing Data:**

**12.3.1 Inputting Data:** Listing input forms must be either delivered to CVRMLS staff for entry into the computer or Broker Loaded in the MLS Database in a timely manner as set forth in SECTION 11.0 of these Rules and Regulations. Listing information contained in the MLS Database shall include all ascertainable data in the fields designated by CVRMLS from time to time, including but not limited to link to tax (if available), Seller(s) or Seller(s) name, school data, correct property type, accurate area designation, map page and coordinates from appropriate map book, and directions. Listings with "other" listed in school field, "use map book" for directions, condo/townhome listed as single family and properties not linked to tax, for example, are considered incomplete Listings and are subject to fines in accordance with these Rules and Regulations. **(Violation of this rule is subject to a \$250.00 fine as outlined in Section 19.4)**

**12.3.2 Accessing Data:** Participants and their Subscribers shall have access to the MLS Database via CVRMLS’ designated website, or such other means as determined by CVRMLS in its sole discretion.

**12.3.3 Remarks Field:** Only information that is descriptive and relevant to an accurate portrayal of the property being marketed may be included in the general “Remarks” field. Information considered specific to the agent/office contact, or self-advertising and promotional is prohibited. Specific information prohibited in the general remarks field includes, but is not limited to, agent/office name, agent/office phone number, cell phone numbers, e-mail address, web site address, URL, or any HTML links of any kind that directly or indirectly link to a company or agent advertising, or any other information of this nature. Information specific

to the office or agent may be entered into the “Agent Only Remarks” field.  
**(Violation of this rule is subject to a \$250.00 fine as outlined in Section 19.4)**

12.3.4 **Photos:** Photos or virtual tours uploaded as attachments to Listings are limited to photos of the property for sale. Inclusion of personal photos or self office promotional photos/information is prohibited. A minimum of one (1) photo is required for each listing added into the MLS system and must be uploaded to the listing within five (5) days from the listing entry date. For New Construction listings, if a photo is unavailable, an ‘Under Construction’ template must be uploaded in place of a photo. **(Violation of this rule is subject to a \$250.00 fine as outlined in Section 19.4)**

#### 12.4 **Specific Listing Requirements:**

12.4.1 **Verifiable Data:** Listing information provided to CVRMLS to be included in the MLS Database must be limited to information related to the sale, lease or exchange of listed property which is objective and capable of being verified by any interested party. The information must not include any subjective impressions or opinions, which could be misunderstood or misconstrued.

12.4.2 **Office Exclusive or "Exempt" Listings:** If the Seller refuses to permit the Listing to be disseminated by CVRMLS for a temporary period as designated by the Seller or for the full term of the Listing Agreement, the Broker Participant may still take an Office Exclusive Listing. The Listing Agreement for such Listings must be filed with CVRMLS no later than 48 hours after the last required signature of the Seller has been obtained (as outlined in SECTION 11.0, Listing Requirements.) A Listing in-put sheet/computer printout should not be filed. Failure to file the Listing Agreement with CVRMLS will result in the same penalties as with other types of Listings. Such Listings will not be disseminated to Participants or Subscribers. The signed Listing Agreement should include wording by the Seller that he/ she does not desire the Listing to be disseminated by CVRMLS. **(Failure to comply with the terms of this paragraph shall result in a fine of \$2,500. as outlined in Section 19.4)**

12.4.3 **Delayed Showing Listings:** If a seller requests that a listing be entered into MLS but not be available for showing until a later date, such a listing will be considered a “Do Not Show Until” listing and when entered into MLS it must be entered under the “Delayed Showing Y/N” field and the showing date must be entered into the “No Showing Until” date field. A listing agreement with the owner’s authorization (in the owner’s own hand) for a delayed showing must be filed with CVRMLS no later than 48 hours after the last required signature of the owner has been obtained (as outlined in Section 11.0, Listing Requirements). **(Failure to file the completed listing agreement with CVRMLS within the specified time period shall result in a \$250.00 fine as outlined in Section 19.4)**

- 12.4.4 **Designation of Exclusive Right to Sell /Exclusive Agency Listings:** Exclusive Right to Sell/ Exclusive Agency Listings as defined herein, must be identified as such on the Listing input form/computer print-out and on-line system(s).
- 12.4.5 **Named Prospects Exempted:** Exclusive Right to Sell and Exclusive Agency listing agreements must list the names of prospects whom the Seller has exempted from the Listing and the period of exclusion.
- 12.4.6 **Agency Compensation:** Broker Participants must make offers of compensation to buyer's agents and/ or subagents, and the Listing Agreement must contain the Seller's written authorization to compensate. Offers to compensate must be shown in the appropriate fields on the Listing input form and/or by entering this information into the MLS Database.
- 12.4.7 **Listing Price Specified:** The full gross list, lease or exchange price must be stated in the Listing Agreement.
- 12.4.8 **Termination Date on Listings:** Listings filed with CVRMLS shall bear a definite and final termination date as negotiated between the Listing Participant and the Seller.
- 12.4.9 **Possession Date:** The Listing Agreement must specify either a definite possession date or a number of days from contract date to settlement.
- 12.4.10 **Participant/Subscriber as Principal:** If a Broker Participant or any of its Agent Subscribers has any ownership interest in a property, the Listing of which is to be included in the MLS Database or disseminated through CVRMLS, that person shall disclose that interest when the Listing is filed with CVRMLS.
- 12.4.11 **Participant/Subscriber as Purchaser:** If a Participant or any Subscriber (including an Other Subscriber) affiliated with a Participant wishes to acquire an interest in property listed with another Broker 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.
- 12.4.12 **Personal Property:** Personal property included with real property shall be listed on the Listing Agreement and on the Listing in-put form/computer printout.
- 12.4.13 **Insulation Data (New Homes):** A Broker Participant or any Agent Subscriber listing new homes for sale is required to disclose pertinent insulation performance data to a prospective purchaser prior to preparing an offer to purchase any such home.
- 12.4.14 **Contingencies Applicable to Listings:**
- (A) **Any contingency conditions or any term in a Listing Agreement** shall be specified and notice given to the Broker Participant. CVRMLS will not accept any Listing Agreement with the stipulation that any contract on the property

must be contingent upon the Seller finding a new home unless there is a definite date or number of days after acceptance of an offer to purchase by which the Seller agrees to find a new home.

(B) **Any other contingency, provisions, stipulations**, previous contracts, inspections, etc., which will prevent the Seller from being ready, willing and able to sell the property must be so designated in the contingency field.

**12.4.15 Reporting Resolution of Listing Contingencies:** The Listing Participant shall report to CVRMLS within two (2) days after a listing contingency on file with CVRMLS has been fulfilled or renewed, or the Listing Agreement canceled.

**12.4.16 Multiple Unit Properties:** All properties which are to be sold, leased or exchanged or which may be sold, leased or exchanged separately must be indicated individually in the Listing Agreement and in the MLS Database.

**12.4.17 Listing Changes:** Any change in the original Listing Agreement shall be made only when authorized by the Seller in writing or by direct e-mail from the Seller to the listing agent. Changes shall be modified in the MLS Database within two (2) days of any such changes.

**12.4.18 Withdrawal of Listings Prior to Expiration:** Listings may be withdrawn from the MLS Database by the listing Participant before the expiration date of the Listing Agreement provided the listing Participant, with the permission of the Seller, authorizes the withdrawal. If a property has been withdrawn but not released, that Participant retains an Exclusive Right to Sell or Exclusive Agency Listing on such property. Prospecting for new listings based on a withdrawn report could be construed as an attempt to breach the Exclusive Agency of the Listing Participant. Use of the withdrawn status as a marketing tool, i.e., changing a listing status to withdrawn and re-adding the listing, is prohibited. **(Violation of this rule is subject to a \$250.00 fine as outlined in section 19.4)**

Sellers do not have a unilateral right to require CVRMLS to withdraw (release) a Listing without the listing Participant's concurrence. However, when a Seller can document that his exclusive relationship with the listing Broker Participant has been terminated or released, CVRMLS shall remove (release) the Listing at the request of the Seller.

**12.4.19 Release of Listing Prior to Expiration:** Should a listing Participant and a Seller, by mutual written agreement, release a property from an Exclusive Right to Sell or Exclusive Agency Listing prior to the expiration of the Listing, such Listing must be released from the MLS Database by the applicable Broker Participant. Use of the released status as a marketing tool, i.e., changing a listing status to released and re-adding the listing, is prohibited. **(Violation of this rule is subject to a \$250.00 fine as outlined in Section 19.4)**

- 12.4.20**Expiration, Extension, and Renewal of Listings:** Any Listing filed with CVRMLS automatically expires on the termination date specified in the Listing Agreement, unless renewed by the listing Participant and notice of renewal or extension is filed with CVRMLS on or before the last business day prior to the expiration date. After the expiration date a new Listing Agreement must be secured for the Listing to be filed with CVRMLS. This Listing will be re-entered in the system and incur appropriate charges as a new Listing, if applicable. Any extension or renewal of a Listing must be signed by the Seller(s) or approved by direct e-mail from the Seller to the listing agent and be filed with CVRMLS.
- 12.4.21**Information for Participants Only:** Any Listing filed with CVRMLS shall not be made available to any broker or firm not a Participant of CVRMLS without the prior consent of the listing Participant. **(Violation of this rule is subject to a \$2,500.00 fine as outlined in Section 19.4)**
- 12.4.22**Solicitation of a Listing Filed With CVRMLS:** Participants shall not solicit a property currently filed with CVRMLS unless such solicitation is consistent with Article 16 of the REALTOR® Code of Ethics, its Standards of Practice, and its Case Interpretations.
- 12.4.23**Re-entry of Listings Prior to the Expiration Date/Listing Duplication:** Broker Participants/Agent Subscribers shall not re-enter active Listings. Changes must be made by modifications using the current MLS number. Duplicate entries are prohibited.
- 12.4.24**To Be Built Homes:** "To be built" homes can be listed but must have designated lots. Plans cannot be advertised unless they have designated lots.
- 12.4.25**Auction Properties:** In accordance with all other requirements for Listing input, properties subject to auction must be entered into the MLS Database. Such Listings must include a list price and all required fields designated by CVRMLS must be completed; compensation must be offered; and the following must be included in the "Remarks" field: type of auction, showing instructions, an explanation of the list price and if there is a buyer's premium, must also be disclosed.
- 12.4.26**Co-Exclusive Listings:** Co-Exclusive Listings may be entered into the MLS Database provided both the applicable brokers and applicable agents are active Broker Participants or Agent Subscribers. Only one (1) occurrence of the Listing shall be entered into the MLS Database. Both Broker Participants and Agent Subscribers will be jointly and severally liable and accountable.
- 12.4.27**Use of Photo(s)/Listing Data:** Copying and/or re-use of another participant's photo and/or listing data for the purposes of adding and/or modifying a listing is expressly prohibited unless written consent is obtained from the Broker Participant of the listing data/photo. (See 13.1.5) **(Violation of this rule is subject to a \$250.00 fine as outlined in Section 19.4)**

## SECTION 13.0 REPRESENTATIONS AND WARRANTIES REGARDING LISTINGS

- 13.1 **Each Broker Participant and Agent Subscriber** represents and warrants with respect to each such Broker Participant's or Agent Subscriber's Listing or change to such Listing submitted to CVRMLS under these Rules and Regulations, the following:
- 13.1.1 **The Broker Participant and the Seller** have entered into an Exclusive Agency Listing Agreement or an Exclusive Right to Sell Listing Agreement.
- 13.1.2 **The respective Seller has agreed** in writing that CVRMLS may include the Listing in the MLS Database, license the MLS Database to third parties, disclose and publicly display the Listing, and otherwise lawfully use the Listing.
- 13.1.3 **The Listing complies in all respects** with these Rules and Regulations.
- 13.1.4 **To the best of the Broker Participant's and any applicable Agent Subscriber's knowledge**, and after reasonable due diligence to verify the accuracy of all information in the Listing, all information included in the Listing is accurate and not misleading.
- 13.1.5 **The Listing is an original work** of authorship of the Broker Participant, including all remarks and other text, photographs, video clips, and other graphics used in connection with the Listing. (except as produced by CVRMLS' vendor), and all other components of the Listing, or Broker Participant is the assignee of such Listing, and its components, pursuant to an enforceable assignment. Except for Broker Participant and any person who has assigned his or her rights in accordance with this Section 13.1.5 of these Rules and Regulations, no other person or entity has any rights of any nature in or to any of the Listing, including any component of any such Listing.
- 13.1.6 **There is no claim, litigation or proceeding** pending or threatened with respect to the Listing, or any component of the Listing.
- 13.1.7 **The Listing and its components**, and their use by CVRMLS, or any third party, do not infringe or violate any patents, copyrights, mask work rights, trademarks, trade secrets or other proprietary rights of any third party.

## SECTION 14.0 MAINTAIN CURRENT LISTINGS

- 14.1 Each Broker Participant agrees to take all action necessary, to change its Listings so they are in compliance with the terms of these Rules and Regulations, including the satisfaction of all conditions set forth in these Rules and Regulations.

## SECTION 15.0 ADDITIONAL REPRESENTATIONS AND WARRANTIES OF PARTICIPANT/SUBSCRIBER

- 15.1 **Each Participant and Subscriber represents** and warrants the following to CVRMLS:
- 15.1.1 **As applicable, Broker Participant** is a broker in good standing, Agent Subscriber is an agent in good standing, Appraiser Participant is a licensed real estate appraiser in good standing, and Other Subscriber is an administrative or clerical staff member of a Participant.
- 15.1.2 **If Participant is a Broker Participant**, he/she is a member of an Association in good standing.
- 15.1.3 **If Participant is a Broker Participant**, all of Broker Participant's agents have executed MLS User Applications.
- 15.1.4 **If Subscriber is an Agent Subscriber**, Subscriber is an agent of a Broker Participant, either as an employee or independent contractor of a Broker Participant.
- 15.1.5 **The fulfillment of applicable Participant's or Subscriber's** obligations as contemplated, and the provision of services provided, under these Rules and Regulations are proper and lawful.
- 15.1.6 **Participant or Subscriber**, as applicable, is not and shall not be under any disability, restriction or prohibition related to compliance with these Rules and Regulations and the performance of its obligations under these Rules and Regulations.

## SECTION 16.0 DIVISION OF COMPENSATION

- 16.1 **No Control Over Compensation Rates:** CVRMLS shall not fix, control, recommend, suggest, or maintain compensation rates or fees for services to be rendered by Participants. Further, CVRMLS shall not fix, control, recommend, suggest, or maintain the division of compensation or fees between Cooperating Broker Participants or between Participants and non-Participants.
- 16.2 **Compensation:** In filing a Listing with CVRMLS, the Broker Participant is making an offer of compensation to other Broker Participants for their services. The Participant must therefore specify the compensation being offered to other cooperating Broker Participants on each Listing filed with CVRMLS. Specifying the compensation on each Listing is necessary because the cooperating Broker Participant(s) have the right to know what his/her compensation shall be prior to his/her endeavor to sell.

- 16.3 **Specifics of Compensation on Each Listing:** The listing Participant shall specify, on each Listing filed with CVRMLS, the compensation offered to other Participants for their services acting as subagents, buyer agents, or in other agency or non-agency capacities as defined by law in the sale, lease or exchange of such Listing. The listing Broker Participant retains the right to determine the amount of compensation offered to other cooperating Broker Participants which may be the same or different than the listing Broker Participant's compensation.

Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale or lease. The listing Broker Participant's obligation to compensate any cooperating Broker Participant 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 Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing Broker Participant to collect compensation pursuant to the Listing Agreement. In such instances, entitlement to cooperative compensation offered through CVRMLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to:

- (A) **Why it was impossible** or financially unfeasible for the listing Broker Participant to collect some or all of the compensation established in the Listing Agreement.
- (B) **At which point** in the transaction did the listing Broker Participant know (or should have known) that some or all of the compensation established in the Listing Agreement might not be paid.
- (C) **How promptly had the listing Broker Participant** communicated to the cooperating Broker Participants that the compensation established in the Listing Agreement might not be paid.

- 16.4 **Forms of Compensation:** The compensation specified on Listings included in the MLS Database shall be shown in one of the following forms:

- (A) **as percentage (%)** of the gross sale lease or exchange price;
- (B) **a definite dollar (\$)** amount.

- 16.5 **Modified Compensation:** The listing Broker Participant shall not be precluded from offering any other Broker Participant compensation other than the compensation indicated on his/her Listings as published by CVRMLS provided the listing Broker Participant informs the other Broker Participant in advance of his/her producing 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 CVRMLS.

- 16.6 **Dual Compensation Arrangements:** The existence of a dual or variable rate compensation arrangement as defined in SECTION 2.0, must be identified as such within the MLS Database by placing a "Y" in the appropriate field. The Listing Participant shall, in response to inquiries from potential cooperating Broker Participants, 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. 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.
- 16.7 **Reference of Additional Properties:** An offer of compensation shall apply to the property or properties formally listed in the MLS Database or IDX Database only, and shall not apply to any other property referenced by the Listing but not the subject of a specific MLS Database or IDX Database entry. A selling firm shall not assume the offer of compensation for a property listed will apply to a property referenced in the "Remarks" field of a Listing. The selling firm shall be responsible to inquire of the listing firm as to what offer of compensation, if any, is being offered for the sale of such referenced property.

## SECTION 17.0 SHOWING AND SELLING PROCEDURES

### 17.1 Showings:

- 17.1.1 **Disclosure:** The cooperating Broker Participant/Agent Subscriber must disclose his/her agency status to the listing Participant and/or Seller at first contact, in person, by telephone, or in writing.
- 17.1.2 **Appointments:** Appointments with the Seller for showing a property filed with CVRMLS for purchase, lease or exchange shall be conducted through the listing Participant except under the following circumstances:
- (A) **The listing Participant gives** the cooperating Participant/Agent Subscriber specific authority to show directly, or
  - (B) **The showing instructions** in the Listing book/computer print-out/MLS Database permit direct contact or give other specific instructions.

Unless permission is given, cooperating Broker Participants/Agent Subscribers should not contact the Seller directly. If the listing Agent Subscriber is unavailable for scheduling of the appointment, then the listing Participant or the managing broker may be contacted.

NOTE: Any contact with a Seller by a Participant/Subscriber other than the listing Participant/Subscriber will be governed by the Code of Ethics of the National Association of REALTORS®.

### 17.2 Offers:

- 17.2.1 **Presentation of Offers:** The listing Participant/Subscriber must make arrangements with the Seller to present an offer as soon as possible after it is received.
- 17.2.2 **Submission of Subsequent Offers:** The listing Participant/Subscriber shall submit to the Seller all written offers (including offers received after a contract has been signed) until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the Seller and the listing Participant/Subscriber. Unless the subsequent offer is contingent upon the termination of the existing contract, the listing Participant shall recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.
- 17.2.3 **Right of Cooperating Participant/Subscriber:** The cooperating Participant/Subscriber or his/her representative has the right to participate in the presentation to the, seller or lessor, of any offer he/she secures to purchase or lease. He/she does not have the right to be present at any discussion or evaluation of that offer by the Seller or lessor and the listing Participant/Subscriber. However, if the Seller or lessor gives written instructions to the listing Participant/Subscriber that the cooperating Participant/Subscriber not be present when an offer the cooperating Participant/Subscriber secured is presented, then the cooperating Participant/Subscriber has the right to a copy of the Seller's written instructions. None of the foregoing diminishes the listing Participant's/Subscriber's right to control the establishment of appointments for such presentations.
- 17.2.4 **Right of listing Participant/Subscriber in Presentation of Counter-Offer:** The listing Participant/Subscriber or his/her representative has the right to participate in the presentation of any counter-offer made by the Seller or lessor. He/she does not have the right to be present at any discussion or evaluation of a counter offer by the purchaser or lessee (except when the cooperating Participant/Subscriber is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating Participant/Subscriber that the listing Participant/Subscriber not be present when a counter-offer is presented, then the listing Participant/Subscriber has a right to a copy of the purchaser's or lessee's written instructions. None of the foregoing diminishes the cooperating Participant's/Subscriber's right to control the establishment of appointments for such presentations.
- 17.3 **Advertising:**
- 17.3.1 **Who May Advertise a Listing:** A Listing shall not be advertised by any Participant/Subscriber other than the listing Participant/Subscriber without the prior written consent of the listing Participant/Subscriber; except that, with respect to display of the IDX Database, such consent may be presumed as provided under SECTION 7.0 and SECTION 29.0 of these Rules and Regulations. **(Violation of this rule is subject to a \$1,000.00 fine as outlined in Section 19.4)** Any subsequent violations shall result automatically in a 30-day

suspension of access to the MLS Database and IDX Database and all other privileges of being a Subscriber or Participant.

17.3.2 **"For Sale" Signs:** Only the "For Sale" signs of the listing Participant/Subscriber may be placed on the property.

17.3.3 **"Sold/Contract Pending" Signs:** Prior to closing, the "Sold" or "Contract Pending" signs of the selling Participant/Subscriber may not be placed on a property, unless the listing Participant/Subscriber authorizes the cooperating (selling) Participant/Subscriber to post such a sign.

17.3.4 **Distribution of Closed Listing Information:** Participants/Subscribers are permitted to distribute public tax record information about closed transactions.

17.3.5 **Electronic Display of MLS Content:** See Section 21.3.3(F).

#### 17.4 **Pending and Sold:**

17.4.1 **Reporting Pending Sales to CVRMLS:** When a purchase agreement is fully ratified by all parties concerned, a sales, exchange or lease contract (except Contracts for Right of First Refusal) must be reported by Broker Load or in writing to CVRMLS and change the status in the MLS Database to PEND promptly but not later than five (5) days of receipt by the listing Participant/Subscriber. The listing Participant must exercise discretion in revealing the sale price prior to settlement. CVRMLS will not accept responsibility for the disclosure of such information. On first right of refusal contracts, if the property status remains active, the appropriate contingency field in the MLS Database must so designate. **(Violation of this rule is subject to a \$250.00 fine as outlined in Section 19.4)**

17.4.2 **Reporting Cancellation of Pending Status:** The listing Participant/Subscriber shall Broker Load, within two (2) days of occurrence, the cancellation of any pending sale, exchange or lease.

17.4.3 **Reporting Settlement:** When a sale, exchange or lease is settled, the Listing Participant/Subscriber must Broker Load or complete and submit a sold report to CVRMLS and change the status in the MLS Database to SOLD within (7) days of settlement. **(Violation of this rule is subject to a \$250.00 fine as outlined in Section 19.4)**

17.4.4 **Reporting Refusal to Sell:** If any Seller refuses to accept a written offer satisfying the terms and conditions stated in the Listing Agreement, such fact shall be reported in writing by the listing Participant/Subscriber to CVRMLS within two (2) days. CVRMLS will further disseminate the information to all Participant's/Subscriber's.

## SECTION 18.0 **CHARGES AND FEES**

- 18.1 **Application Fee:** A Participant, upon joining and becoming a Participant, shall pay an application fee.
- 18.2 **Processing Fee:** A processing fee shall be charged each Participant for each Subscriber with the Participant's firm at the time the Participant joins CVRMLS, and for each Subscriber who joins the firm at a later date. A Subscriber transferring from one participating firm to another shall be required to pay an additional processing fee.
- 18.3 **Participation Fee:** When a principal broker or licensed or certified appraiser holding REALTOR® membership elects to become a Participant, then he/ she shall execute an MLS User Application and shall pay a monthly participation fee which entitles both the Participant and his/her Subscribers to participate in and subscribe to CVRMLS' multiple listing service. The following rules shall apply:
- (A) **Supervising brokers and licensed** supervisors of Subscribers are required to be members of the CVRMLS.
- (B) **The Participant shall designate** each of its Subscribers as one of the following classifications:
- (1) Residential User only.
- (2) Non-User.
- 18.4 **User Fee:** There will be user fees. These fees will be automatically charged directly to the Participant/Subscriber(s). For these fees the Participant/Subscriber will receive access to the MLS Database, Exclusive Authorization to Sell Listing Agreement forms, and Listing input forms, if any.
- 18.5 **Changes of Classification:** A Participant may change the classification of a Subscriber as described in Section 18.3(A) at any time by submitting the appropriate CVRMLS forms and paying the proper fee. Should a Subscriber act in a capacity not covered by his/her classification, the CVRMLS Committee shall be empowered to impose the appropriate fines and enforce existing policy.
- 18.6 **Listing Fee CVRMLS Staff Loaded:** Participants will be charged a fee for each Listing which is input into the MLS Database by CVRMLS staff.
- 18.7 **Resignation:** A Participant's or Subscriber's resignation from being a Participant or Subscriber, as applicable, shall become effective only after written notice is received and all fees and charges owed to CVRMLS have been paid.
- 18.8 **Listing Modification by CVRMLS Staff:** Broker Participants will be charged a fee for each modification to a Listing, performed by CVRMLS staff that can be modified by Broker Participant.

- 18.9 **Increase of Fees:** The amount of any fees may be increased from time-to-time in CVRMLS' sole discretion upon notice to the applicable Participant or Subscriber. Participants and Subscribers shall pay all collection fees and costs, including reasonable attorney fees and costs, incurred in connection with collecting any fees owing to CVRMLS by the applicable Participant or Subscriber under these Rules and Regulations.

## SECTION 19.0 COMPLIANCE/ENFORCEMENT OF RULES AND REGULATIONS

- 19.1 **Automatic Penalties:** The following penalties will be automatically assessed and do not require action by the CVRMLS Committee or the CVRMLS Board of Directors:
- (A) Payments on accounts not received by CVRMLS on or before the last calendar day of the month in which they are due will be assessed a late charge of 10% per month of the unpaid balance.
- 19.2 **Delinquent Accounts:** If fees and charges are not paid within 60 days after the date of invoice, the applicable Participant or Subscriber will be automatically terminated as a Participant/Subscriber unless within that time the total amount past due is paid. Termination as a Participant or Subscriber does not relieve the applicable Participant or Subscriber of outstanding financial obligations, including any applicable collection fees or court costs. A Participant or Subscriber who resigns with outstanding financial obligations or who has been terminated for non-payment may apply for reinstatement after making payment in full on all past due accounts and paying a reinstatement fee established by the Board of Directors. No suspension or involuntary termination as a Participant or Subscriber shall release the Participant or Subscriber from any financial obligations to CVRMLS. If fees or charges upon termination as a Participant or Subscriber are not paid within 30 days, the account may be sent to a collection agency for appropriate action. The applicable Participant or Subscriber shall pay all expenses of collection, including but not limited to, reasonable attorney's fees and court costs.
- 19.3 **Breach or Threatened Breach:** In the event of a breach or threatened breach by a Participant or Subscriber of any provision of these Rules and Regulations or Association Bylaws, CVRMLS shall be entitled to an injunction restraining the Participant and/or Subscriber from continuing with such breach or prohibiting the threatened breach. Nothing herein shall be construed as prohibiting CVRMLS from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of monetary damages from the Participant and/or Subscriber. If an injunction, remedy, finding, judgment or award is granted to CVRMLS against a Participant and/or Subscriber, such Participant and/or Subscriber shall be liable for all of CVRMLS attorney's fees, court costs and expert witness expenses.

- 19.4 **Violation of Rules and Regulations:** Notice, Fine, and Appeal Processes:
- 19.4.1 **Requirement to Abide by Rules and Regulations:** Participants and Subscribers in CVRMLS agree to abide by its Rules and Regulations. Furthermore, Participants and Subscribers agree to the penalties for violation of the Rules and Regulations.
- 19.4.2 **Violations of Rules and Regulations:** If the alleged offense is a violation of the Rules and Regulations of CVRMLS and/or of the Keybox System Agreement and does not involve a charge of alleged unethical conduct or request for arbitration, it will be determined administratively by CVRMLS staff and the Lockbox System Administrator, respectively. If a violation is determined, CVRMLS staff will direct the imposition of sanctions. The recipient of such sanctions may appeal the administrative finding and/or discipline by requesting a “due process” hearing before the Professional Standards Committee of their primary board, which would be either the Richmond Association of REALTORS® or the Southside Virginia Association of REALTORS®. Participants and Subscribers agree to abide by these Rules and Regulations. Furthermore, they agree to the penalties for violation of these Rules and Regulations.
- 19.4.3 **Notice of Violation:** If staff determines that a violation of the Rules and Regulations has occurred, staff will fax or e-mail (or send via U.S. mail, only if a fax number or e-mail address is unavailable) a “Notice of Violation” letter to both the Participant and Subscriber. The letter will specify the violation and indicate that the agent has five (5) days to come into compliance with the Rules and Regulations and that failure to do so will result in the automatic imposition of the fine attached to said violation.
- 19.4.4 **Notice of Fine:** If the violation concerns a listing that should be brought into compliance with the Rules and Regulations and the agent fails to do so within the five (5) days allotted, a “Notice of Fine” letter will be faxed or e-mailed (or sent via U.S. mail, only if a fax number or e-mail address is unavailable) to both the Participant and Subscriber, notifying them that a fine has been imposed and that the correction must be made and the fine paid within (5) days from the date of the letter or he/she will be suspended from access to the MLS and lockbox systems for an initial thirty (30) day period and that access will be restored after the initial period, only if the violation has been corrected and the fine has been paid.

If the violation requires the automatic imposition of a fine, a “Notice of Fine” letter will be faxed or e-mailed (or sent via U.S. mail, only if a fax number or e-mail address is unavailable) to both the Participant and Subscriber, notifying them that a fine has been imposed and that the correction must be made and the fine paid within five (5) days from the date of the letter or he/she will be terminated from access to the MLS and lockbox systems for an initial thirty (30) day period and that access will be restored after the initial period, only if the violation has been corrected and the fine has been paid.

If a violation remains uncorrected and/or a fine remains unpaid after sixty (60) days, the Participant or Subscriber will be terminated from CVRMLS and will be reinstated only after the correction of the violation has been made, payment of the fine has been made in full, and payment has been made of any reinstatement fee as required by Section 20.0 of the Rules and Regulations.

Although the MLS Rules and Regulations impose an initial thirty (30) day suspension of access to the MLS and Lockbox systems, the Lockbox User Agreement enables the Lockbox Administrator to impose more severe penalties, including termination of access to the Lockbox system, if the violation of the Lockbox User Agreement is deemed to warrant such a penalty.

**19.4.5 Process of Appeal:** If the Participant or Subscriber wishes to appeal the imposition of a fine/penalty, the Participant or Subscriber must still pay the fine within the required five (5) day period. Within that same five (5) day period, the Participant or Subscriber must submit in writing his or her intent to appeal the fine/penalty to the MLS Committee of CVRMLS.

At its next regularly scheduled meeting, the MLS Committee will hear the appeal. The Participant or Subscriber appealing the fine/penalty may appear in person before the MLS Committee. If the MLS Committee upholds the administrative finding of staff, the Participant or Subscriber may appeal in writing the decision of the MLS Committee to the Board of Directors of CVRMLS, and if it is determined there is a violation, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of their primary board, either the Richmond Association of REALTORS® or the Southside Virginia Association of REALTORS®.

If the MLS Committee (or upon subsequent appeal, the Board of Directions of CVRMLS) finds in favor of the Participant or Subscriber, the Participant or Subscriber will be reimbursed the amount of the fine.

**19.4.6 Multiple Suspensions:** If a Participant or Subscriber is twice suspended from access to the MLS and Lockbox systems, i.e., has twice failed to correct a violation within the (5) day correction period, the Participant or Subscriber will be treated as if he or she is a new member and will be required to pay all of the fees and dues associated with membership in the Central Virginia Regional Multiple Listing Service.

**19.4.7 Fines:** The MLS Committee is empowered by the CVRMLS Board of Directors to levy a fine upon a Participant/Subscriber for an infraction of these Rules and Regulations. A quarterly report shall be made to the CVRMLS Board of Directors and it will include warnings, fines, suspensions or terminations from CVRMLS.

Notification of any Listing information violation(s) as well as imposition of fines or termination will be as follows:

**Habitual Offender:** If a Participant or Subscriber has three violations within a 30-day period the Participant or Subscriber will be fined \$1,000.00. The Participant or Subscriber will have five (5) days to pay the fine and correct the violation(s). If after five days either the fine remains unpaid or the violations remain, the Participant or Subscriber will be suspended and will remain suspended until the fine is paid and all violations are corrected.

**FINES/ AMOUNTS:**

- (A) A violation of Section 11.1 is subject to a \$250.00 fine.
- (B) A violation of Section 17.4.1 is subject to a \$250.00 fine.
- (C) A violation of Section 17.4.3 is subject to a \$250.00 fine.
- (D) A violation of Section 12.3.1 is subject to a \$250.00 fine.

**Additional fines:**

- (E) Up to \$2,500.00 fine for each offense by a Participant or Subscriber for providing unauthorized access to or use of Confidential Information. (Violation of Section 12.4.21, 21.1, 21.3.1 and 21.3.3 - D)
- (F) \$2,500.00 for confirmed non-entry of Listings.
- (G) \$2,500.00 for each non-compliance by a Participant/Subscriber for the following:
  - (1) Falsifying agent/cooperating broker participation on pending/solds.
  - (2) Intentionally providing false information.
- (H) \$250.00 fine for inclusion in the “Remarks” field of information considered to be agent/office contact or self-advertising information which may include but is not limited to; agent/office name, agent/office phone number, cell phone numbers, e-mail address, web site address or any other information of this nature. (Violation of Section 12.3.3)
- (I) \$250.00 fine for the uploading to listings of personal photos or self/office promotional photos as attachments or included with virtual tours. (Violation of Section 12.3.4)

- (J) Fines up to \$5,000.00 may be imposed for violation of certain rules in SECTION 24.0 - INTERNET DATA EXCHANGE. For specific fine amounts refer to SECTION 24.0.
- (K) \$1,000.00 fine for advertisement of a Listing by any Participant/Subscriber other than the listing Participant/Subscriber without the prior written consent of the listing Participant/ Subscriber. (Violation of Section 17.3.1)
- (L) \$2,500.00 fine for failure to obtain owner's request on the Listing Agreement, in the owner's own hand, if he or she does not desire the listing to be disseminated by CVRMLS. (Violation of Section 12.4.2)
- (M) \$250.00 fine for failure to submit within 48 hours after the last required signature of the owner has been obtained, any Listing Agreement which contains the owner's authorization, in the owner's own hand, requesting a delayed showing. (Violation of Section 12.4.3)
- (N) \$250.00 fine for releasing and/or withdrawal and re-adding a listing for marketing purposes. (Violation of Section 12.4.18 and 12.4.19)
- (O) \$250.00 fine for copying and/or re-use of another participant's photo and/or listing data for the purposes of adding and/or modifying a listing without written consent of the Broker Participant of the listing. (Violation of Section 12.4.27)

**STAFF WILL HAVE NO AUTHORITY TO MAKE EXCEPTIONS TO ANY OF THE POLICIES OUTLINED ABOVE.**

- 19.5 **Participant's Responsibility:** Participants shall be responsible for their own and their Subscriber's compliance with these Rules and Regulations, the policies of the Lockbox Key Agreement, and the Code of Ethics of the National Association of REALTORS®, which is hereby incorporated by reference. Broker Participants shall not enter into any Listing Agreement, or any other agreement, with terms or conditions inconsistent with these Rules and Regulations.
- 19.6 **Complaints of Unethical Conduct:** All other complaints of unethical conduct shall be referred to the applicable Association by the Board of Directors of CVRMLS, for appropriate action in accordance with the usual professional standards procedures established in the Association's Bylaws. Such complaints of unethical conduct shall be referred to the grievance committee of the Association of which the Participant is a member.

**SECTION 20.0 ADMINISTRATIVE PROCEDURES**

- 20.1 **Listings of Suspended Participants:** When a Participant is suspended for failing to abide by the Code of Ethics, Association Bylaws, these Rules and Regulations, or other obligations of Participant, except failure to pay appropriate dues, fees, or charges, all Listings currently filed with CVRMLS by the suspended Participant shall, at the Participant's option, be retained in CVRMLS until sold, withdrawn or expired, and shall not be renewed or extended by CVRMLS beyond the termination date of the Listing Agreement in effect when the suspension became effective. If a Subscriber is suspended, the Listings of the Subscriber will be placed in the Subscriber's Participant's name. If a Participant has been suspended from the Association or CVRMLS (or both) for failure to pay appropriate dues, fees, or charges, CVRMLS is not obligated to provide CVRMLS services, including continued inclusion of the suspended Broker Participant's Listings in the MLS Database of current Listing information. Prior to any removal of a suspended Broker Participant's Listings from the MLS Database, the suspended Participant will be given ten (10) days written notice of the intended removal so that the suspended Participant may advise his clients.
- 20.2 **Listings of Expelled Participants:** When a Participant is expelled from CVRMLS for failing to abide by the Code of Ethics, Association Bylaws, CVRMLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges, all Listings currently filed with CVRMLS by the expelled Participant shall, at the Participant's option, be retained in CVRMLS until sold, withdrawn or expired, and shall not be renewed or extended by CVRMLS beyond the termination date of the Listing Agreement in effect when the expulsion became effective. If a Subscriber is expelled, the Listings of the Subscriber will be placed in the Subscriber's Participant's name. If a Participant has been expelled from the applicable Association or CVRMLS (or both) for failure to pay appropriate dues, fees, or charges, CVRMLS is not obligated to provide CVRMLS services, including continued inclusion of the expelled Broker Participant's Listings in the MLS Database of current Listing information. Prior to any removal of an expelled Broker Participant's Listings from the MLS Database, the expelled Participant will be given written notice ten (10) days prior to the removal of the Listing(s) by CVRMLS so that the expelled Participant may advise his/her clients.
- 20.3 **Listings of Resigned Participants:** When a Participant resigns, CVRMLS is not obligated to provide services, including continued inclusion of the resigned Broker Participant's Listings in the MLS Database of current listing information. Prior to any removal of a resigned Broker Participant's Listings from the MLS Database, the resigned Participant will be given written notice ten (10) days prior to the removal of the Listing(s) by CVRMLS so that the resigned Participant may advise his/her clients.
- 20.4 **Listings of Newly Joined Participants:** Newly joined Participants who wish to have their existing Listings filed with CVRMLS may make arrangements to obtain the seller's written consent and have the Listings filed with CVRMLS in the manner prescribed for new Listings.

- 20.5 **Listings of Participants Involved in Buy-Out/Merger:** Listings are the property of the Participant. After the completion of the buyout/ merger and upon receipt of a newly executed Listing Agreement in the name of the successor firm, the original Listing will be released to be then entered as a New Listing by the successor firm.

## SECTION 21.0 COMPILATIONS AND STATISTICAL INFORMATION

- 21.1 **Access to Comparable and Statistical Information:** CVRMLS may allow Association members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who are not Participants or Subscribers, to access non-current Listing information such as comparable information, sold information, and statistical reports. This information is provided for the exclusive use of Association members and individuals affiliated with Association members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any individual, office or firm except as otherwise provided in these Rules and Regulations. **(Violation of this rule is subject to a \$2,500.00 fine as outlined in Section 19.4)**
- 21.2 **MLS Database:**
- 21.2.1 **Methods of Compilation:** The term MLS Database, as used in this Section, shall be construed to include any format in which Listing data is collected and disseminated to Participants and Subscribers.
- 21.2.2 **Ownership of the MLS Database:** By the act of submission of any Listings or portion of Listings to CVRMLS, the Broker Participant represents that he/ she has been authorized to grant and also thereby does grant authority for CVRMLS to include the Listings in the MLS Database and also in any statistical report on comparable data. All right, title, and interest in the MLS Database shall at all times remain vested in CVRMLS as provided under SECTION 27.0 of these Rules and Regulations.
- 21.3 **Use of MLS Database:**
- 21.3.1 **Distribution:** Participants shall at all times maintain control over and responsibility for any copies of the MLS Database or Listings and shall not distribute any such copies to persons other than persons who are Subscribers with such Participants. **(Violation of this rule is subject to a \$2,500.00 fine as outlined in Section 19.4.)**
- 21.3.2 **Display:** Participants/Subscribers shall be permitted to display the MLS Database 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 the MLS Database.

21.3.3 **Reproduction:** Participants/ Subscribers shall not reproduce the MLS Database or any portion thereof except in the following limited circumstances:

- (A) **Participants/Subscribers may reproduce** from the MLS Database, and distribute to prospective purchasers, a reasonable number of single copies of Listings contained in the MLS Database which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their Subscribers, be interested.
- (B) **Reproductions made in accordance** with this rule shall be prepared in such a fashion that the Listings for properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the Subscribers are seeking to promote interest, does not appear on such reproduction.
- (C) **Nothing contained herein shall** be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listings or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant. If the Participant wishes to send their properties currently listed for sale to a third party via electronic means, in all cases a statement from the Principal Broker is required by CVRMLS stating that said entity has the broker's permission to obtain the properties electronically. Those obtaining the properties must state that the properties are provided by the Central Virginia Regional MLS unless altered in any way by the Participant prior to distribution.
- (D) **Any CVRMLS 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 Subscribers 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 **(Violation of this rule is subject to a \$2,500.00 fine as outlined in Section 19.4)** None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. Only such information that the Association has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.
- (E) **It is intended that the Participant** be permitted to provide a prospective purchaser with Listings relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should

therefore be construed to permit only limited reproduction of Listings intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this interest, and thus reasonable in number, shall include, but are not limited to, the total number of Listings in CVRMLS Compilation, how closely the type of properties contained in such Listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the Listings is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

**(F) Participants/Subscribers may publicly display Listings, only if one or more of the following apply:**

- (1) Broker Participants and Agent Subscribers are authorized to display IDX Database content in electronic format in accordance with the IDX policy, outlined in SECTION 24.0.**
- (2) With their Broker Participant's permission, Agent Subscribers may place the Listings of his/her Broker Participant's Listings on the Agent Subscriber's website.**
- (3) Agent Subscribers may place their own Listings on their own website.**

**21.4 Limitations on Use of CVRMLS Information:** Use of information from the MLS Database of current Listing information, from the Association's statistical report, or from any sold or comparable report of the Association or CVRMLS for public mass media advertising by a CVRMLS Participant or in other public representations is permitted.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Association or CVRMLS 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 data supplied by the Central Virginia Regional Multiple Listing Service, LLC (CVRMLS), for the period (date) through (date)."

## **SECTION 22.0 MISCELLANEOUS**

- 22.1 **Meetings:** The meetings of the CVRMLS Board of Directors for the transaction of business of CVRMLS shall be held in accordance with the governing documents of CVRMLS.
- 22.2 **Changes in Rules & Regulations:**
- 22.2.1 **Changes in Rules and Regulations:** Amendments to the Rules and Regulations of CVRMLS shall be by consideration and approval of the Board of Directors of CVRMLS, subject to final approval by the Board of Directors of the Associations, which are the sole and exclusive Sellers of CVRMLS.
- 22.2.2 **Posting of Current Rules & Regulations:** A current version of these Rules & Regulations is available on the MLS page within the respective websites of each of the Associations. Changes to the Rules and Regulations may be made by CVRMLS at any time and will be posted on the MLS page within the respective websites of each of the Associations and shall become effective no earlier than 30 days after such posting.
- 22.2.3 **Limitation of Liability:** IN NO EVENT SHALL CVRMLS BE LIABLE FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, EVEN IF CVRMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE LIABILITY OF CVRMLS TO PARTICIPANT OR SUBSCRIBER FOR ALL CLAIMS ARISING FROM OR RELATED TO THE MLS DATABASE, IDX DATABASE, OR THE SUBJECT MATTER OF THESE RULES AND REGULATIONS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES (NOT INCLUDING OUT-OF-POCKET EXPENSES) PAID BY THE APPLICABLE PARTICIPANT OR SUBSCRIBER TO CVRMLS FOR THE MONTH(S) DURING WHICH THE MLS DATABASE DID NOT FUNCTION REASONABLY WELL OR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED, WHICHEVER IS LESS. CVRMLS SHALL NOT BE LIABLE TO ANY THIRD PARTY (SUCH AS AN AGENT EMPLOYED BY OR ASSOCIATED WITH A PARTICIPANT OR A SELLER) FOR ANY CLAIMS, LIABILITY, LOSSES, DAMAGES OR EXPENSES ARISING FROM OR RELATED TO THESE RULES AND REGULATIONS OR THE MLS DATABASE OR IDX DATABASE. Should any agent of a Participant, including a Subscriber, assert any such claim, liability, loss, damage or expense (collectively, a "Claim") against CVRMLS, then the Participant shall indemnify, hold harmless and defend CVRMLS from such Claim (including payment of CVRMLS' reasonable attorneys' fees and costs).

## SECTION 23.0 MULTIPLE LISTING SERVICE AVAILABILITY

- 23.1 **CVRMLS provides the MLS Database** for the use of Participants and Subscribers employed by those Participants. CVRMLS aspires to make and keep

the MLS Database available for use by CVRMLS Participants and Subscribers, to have it function well, and to make it user-friendly. CVRMLS will endeavor to provide access to the MLS Database to Participants and Subscribers.

- 23.2 **CVRMLS cannot and does not guaranty** that access to the MLS Database or IDX Database will be error-free or without interruption. Computer malfunctions and poor performance may occur at times. Also, CVRMLS provides Participant access to the MLS via the Internet, and CVRMLS cannot control the performance of the Internet or the actions of other users of the Internet. Finally, Participants and Subscribers must use their own computer technology and Internet access to gain entry to the MLS Database and IDX Database via the Internet, and Participants and Subscribers are solely responsible for these matters.
- 23.3 **The MLS Database, IDX Database, and CVRMLS'** websites for accessing the MLS Database and IDX Database may not function properly at times, and may not be available or function with adequate speed at times, or may otherwise from time-to-time be unavailable to Participants and Subscribers, whether because of technical failures or interruptions, intentional downtime for services or changes, or otherwise. If the Participant or Subscriber experiences any problems, the Participant or Subscriber should contact CVRMLS to report the problem, and CVRMLS will attempt to resolve the problem (if it is within CVRMLS' control) within a reasonable time. When CVRMLS must confront multiple problem reports, it will allocate its applicable resources to address problems in the order of importance as judged by CVRMLS in its sole discretion. If the Participant or Subscriber is not satisfied with CVRMLS' responses or responsiveness to reported problems, then the Participant or Subscriber has the option to resign his or her membership in CVRMLS if he or she so chooses. Participants and Subscribers shall have no other remedy against CVRMLS for failure to respond or responsiveness to reported problems.
- 23.4 **Each Participant and Subscriber agrees** that any modification of CVRMLS' website, and any interruption or unavailability of access to CVRMLS' website, or access to the MLS Database or IDX Database, shall not constitute a default of any obligations of CVRMLS under these Rules and Regulations, and that CVRMLS shall have no liability of any nature to any Participant or Subscriber for any such modifications, interruptions, unavailability, or failure of access.
- 23.5 **Warranty Disclaimer.** CVRMLS MAKES NO WARRANTIES AS TO THE MLS DATABASE OR OTHERWISE RELATING TO THESE RULES AND REGULATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF CVRMLS HAS BEEN ADVISED OF SUCH PURPOSE.

## SECTION 24.0 INTERNET DATA EXCHANGE

- 24.1 The following terms shall have the following meanings for purposes of this SECTION 24.0.
- 24.1.1 **IDX Agent** means an Agent Subscriber of an IDX Participating Broker.
- 24.1.2 **IDX Database** means the compilation of Listings known as the IDX database maintained by CVRMLS.
- 24.1.3 **IDX Display Website** means a website of an IDX Participant which displays some or all of the IDX Listings.
- 24.1.4 **IDX Listings** means the Listings subject to the following limitations:
- (A) **IDX Listings include only** Listings which are Exclusive Right to Sell Listings or Exclusive Agency Listings;
  - (B) **IDX Listings do not include** the Listings of Broker Participants which have made an IDX Non-Participation Election;
  - (C) **IDX Listings do not include** any Listing of any Seller who has affirmatively directed that the Listing not appear on the Internet or other electronic forms of display or distribution in accordance with Section 24.2 ;
  - (D) **IDX Listings do not include** confidential information fields intended for cooperating brokers only, and not consumers, including the compensation offered to other cooperating brokers, instructions or remarks regarding showing or security of the listed property, and other fields identified by CVRMLS;
  - (E) **IDX Listings include only active listings**, and specifically, but without limitation, do not include sold, expired, withdrawn, or pending Listings.
- 24.1.5 **IDX Participating Broker** means a Broker Participant who is a then-current participant in IDX.
- 24.1.6 **IDX Participant** means an IDX Participating Broker or an IDX Agent, respectively.
- 24.2 **In the event a Broker Participant has been instructed by a Seller** not to grant a license or rights to the Seller's specific Listing, except to the Broker Participant, its Agent Subscriber, or Vendor for the benefit of the Broker Participant or its Agent Subscriber, the Broker Participant shall give CVRMLS five (5) business days prior written notice of the Listings to be excluded and identify the licensees or users that Seller desires not to have a license to the excluded Listings.
- 24.3 **Each Broker Participant's consent** for display of its Listings data is presumed unless the Broker Participant affirmatively notifies CVRMLS in writing that the Participant refuses to permit display of such Broker Participant's Listings. Any Broker Participant may at any time, by giving written notice to CVRMLS, refuse

- display of his/her Listings by other Participating Brokers (an “IDX Non-Participation Election”) and such IDX Non-Participation Election shall become effective no later than ninety (90) days following CVRMLS’ receipt of such notice. A Broker Participant may withdraw its IDX Non-Participation Election upon ninety (90) days prior written notice to CVRMLS. If Broker Participant makes an IDX Non-Participation Election, then that Broker Participant and that Broker Participant’s Agent Subscribers may not download or frame Other Brokers’ Listings. IDX Participants may not download or frame Other Brokers’ Listings except pursuant to a License Agreement as provided under Section 24.4 of these Rules and Regulations.
- 24.4 **Upon receipt of a written request from an IDX Participating Broker**, in a form acceptable to CVRMLS, and so long as the IDX Participating Broker is not in default under these Rules and Regulations, or any agreement with CVRMLS, and the IDX Participating Broker is a licensed real estate broker in good standing, CVRMLS will grant to the IDX Participating Broker, an IDX Agent of the IDX Participating Broker, or a Vendor for the IDX Participant, a license to display the IDX Listings or to frame or link to and display the IDX Listings, subject to these Rules and Regulations, and the terms of any applicable License Agreement. Licenses will be granted only pursuant to License Agreements in a form and substance acceptable to CVRMLS. CVRMLS has no obligation to grant a license to an IDX Participant or any Vendor which does not enter into a License Agreement acceptable to CVRMLS. CVRMLS may charge IDX Participants and Vendors a license fee for licenses granted to the IDX Participant or Vendor, and the IDX Participant and/or Vendor shall pay to CVRMLS all costs and expenses incurred by CVRMLS in connection with any licenses and any services provided by CVRMLS in connection with such licenses.
- 24.5 **Even where a Broker Participant has not made** an IDX Non-Participation Election, consent to include a Listing in the IDX Database may be withdrawn on a listing-by-listing basis as instructed by the Seller. Notwithstanding the foregoing, a Broker Participant may, upon Seller’s consent, display on its IDX Display Websites or other websites such Seller’s Listing, or the property address of such Seller’s Listing, even if such Listing or property address has been excluded by Seller for display as part of the IDX Listings on other IDX Participants’ IDX Display Websites.
- 24.6 **An IDX Participant may display IDX Listings** on his/her IDX Display Websites in accordance with the provisions of this SECTION 24.0 and in keeping with any policies that CVRMLS may adopt from time to time as well as any set forth in any License Agreement. Unless expressly contravened by the provisions of this SECTION 24.0, all other terms of these Rules and Regulations remain in full force and effect.
- 24.7 **IDX Participants may select the listings they choose** to display on their IDX Display Websites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price,

type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, exclusive agency), or the level of service provided by the Listing Broker. Selection of listings to be displayed on an IDX Display Website must be independently made by each IDX Participant.

24.8 **Each IDX Participant must notify CVRMLS** of its intention to establish an IDX Display Website and must make each IDX Display Website directly accessible to CVRMLS for purposes of monitoring and ensuring compliance with these Rules and Regulations, any other agreements between CVRMLS and the respective IDX Participant, and any other applicable laws, rules and regulations.

24.9 **Each IDX Display Website must include** terms and conditions of use which are substantially in conformance with the terms and conditions included on CVRMLS' designated website. IDX Display Websites must be accessible to the public, but registration may be required by the IDX Participant for access to the IDX Listings.

24.10 **Only IDX Listings, and no other data** contained in the MLS Database, may be displayed by IDX Participants on IDX Display Websites.

24.11 **Each display by an IDX Participant of IDX Listings, or portion of IDX Listings, shall:**

(A) **Identify the listing brokerage firm**, the listing agent's name, and office telephone number of the brokerage firm in a readily visible color and typeface not smaller than the median used in the display of IDX Listings.

(B) **Identify the name of the brokerage firm** under which the IDX Participant operates in a readily visible color and typeface.

(C) **Identify CVRMLS as the source** of the IDX Listings in accordance with Section [24.11.4](#) of these Rules and Regulations.

(D) **Include the following notice**, which shall be in a readily visible color and typeface not smaller than the median used in the display of IDX Listings:

The multiple listing information is provided by Central Virginia Regional Multiple Listing Service, LLC from a copyrighted compilation of listings. The compilation of listings and each individual listing are © [current year] Central Virginia Regional Multiple Listing Service, LLC. All rights reserved. **(Violation of this rule may result in a \$5,000.00 fine.)**

24.12 **An IDX Participant may not modify** or manipulate any data relating to IDX Listings; except that the display of IDX Listings may be augmented with additional data not otherwise prohibited from display so long as the source of the other data is clearly and conspicuously identified. **(Violation of this rule may result in a \$5,000.00 fine.)**

- 24.13 **Listings obtained from sources other than CVRMLS** and other multiple listing services, as multiple listing service is defined in the National Association of Realtors® Handbook on Multiple Listing Policy, may be displayed on IDX Display Websites only if such Listings are searched and displayed on pages separate from pages on which IDX Listings are searched and displayed, and only if the source of the other Listings is clearly and conspicuously displayed on each page on which the other information is displayed. Otherwise, no other information not provided by CVRMLS may be displayed.
- 24.14 **IDX Participants shall not provide access** to the MLS Database or IDX Database, including IDX Listings, to any person or entity not expressly authorized such access under these Rules and Regulations and applicable agreements. No portion of the MLS Database or IDX Database, including IDX Listings, shall be used, distributed, provided or made available to a third party for any purpose except as otherwise expressly provided for in these Rules and Regulations.
- 24.15 **CVRMLS' designated icon and an explanation** that those properties marked with the icon are provided courtesy of Central Virginia Regional Multiple Listing Service, LLC must appear on the first page where any IDX Listing data is displayed. **(Violation of this rule may result in a \$250.00 fine)**
- 24.16 **IDX Participants shall replace all information displayed** on its IDX Display Website and from IDX Listings with updated information, at least once every seven (7) days and shall state on their IDX Display Websites the date of the last update. CVRMLS recommends but does not require that IDX Participants update their IDX Listings daily. **(Violation of this rule may result in a \$2,500.00 fine.)**
- 24.17 **The IDX Participant shall indicate on his/her IDX Display Websites** the following: The information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties for purchasing. All information provided is deemed reliable but is not guaranteed accurate.
- The IDX Participant must display the foregoing notice and any other mandatory disclosures verbatim, as required by CVRMLS. **(Violation of this rule may result in a \$250.00 fine)**
- 24.18 **An IDX Participant may only display Other Brokers' Listings** through an office(s) of the IDX Participant holding participatory rights in CVRMLS. **(Violation of this rule may result in a \$250.00 fine)**
- 24.19 **In order to be an IDX Participating Broker**, the Participant must be licensed as a real estate broker and all IDX Participants must be REALTOR®s. Only IDX Participants actively engaged in real estate brokerage may display the IDX Listings or any portion of the IDX Listings. This requirement is met by obtaining an office or Internet presence (or both) from which the respective IDX Participant is available to represent real estate sellers and/or buyers.

- 24.20 **An IDX Participant displaying the IDX Database** shall make reasonable efforts to avoid piracy of the data by third parties and the display of that data on any other website. Reasonable efforts shall include but are not limited to: a) monitoring the Web site for signs that a third party is moving data and b) prominently posting notice that any use of the search facilities or data on the site, other than by a consumer looking to purchase real estate, is prohibited.
- 24.21 **No IDX Participant may transmit**, or agree to have transmitted, any portion of the IDX Database to any third party. Any Display Website used by an IDX Participant for publication of the IDX Database must be controlled by the IDX Participant and advertised as that IDX Participant's Internet site. **(Violation of this rule may result in a \$5,000.00 fine, suspension as a user of the MLS Database for 30 days as well as suspension as a user of the IDX Database for a 6-month period.)**
- 24.22 **Any IDX Participant using a Vendor** to maintain their IDX Display Website and receive the IDX Database for publication on their IDX Display Website must have a written License Agreement between CVRMLS, the IDX Participant, and that Vendor in the form prescribed by CVRMLS.
- 24.23 **Each display or use of the IDX Listings**, or any portion of the IDX Listings, and each IDX Display Website, including all content included on each IDX Display Website shall be made and maintained strictly (a) in accordance with federal, state, and local laws, regulations, and ordinances, (b) in accordance with the Code of Ethics of the National Association of Realtors<sup>®</sup>, and (c) in a professional manner.
- 24.24 **Each display or use of the IDX Listings**, or any portion of the IDX Listings, shall be only (a) for a purpose which is expressly allowed under the IDX Participant's certification or licensure, (b) for the solicitation of potential buyers and sellers of real estate through the advertising of listings, and (c) in accordance with SECTION 21.0 of these Rules and Regulations.
- 24.25 **No display or use of the IDX Listings**, or any portion of the IDX Listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.
- 24.26 **The display or use of the IDX Listings**, or any portion of the IDX Listings, and each IDX Display Website, including all content included on each IDX Display Website, shall not include any of the following:
- (a) **Any material which infringes** the intellectual property rights of any third party.
  - (b) **Any material which promotes** pornography, violence, or discrimination on the basis or race, sex, religion, nationality, disability, age, or sexual orientation.

- (c) **Any material which is immoral**, unethical, offensive, illegal, or inappropriate for a professional website or other display.
  - (d) **Viruses, worms, “trojan horses”** or other similar contaminating or harmful features.
- 24.27 **Each IDX Participant shall use reasonable security protection**, such as firewalls, in connection with access to and display of the IDX Listings to protect the IDX Listings data from misappropriation, data mining, “scraping”, and against other unauthorized access, reproduction or use of IDX Listings. Each IDX Participant shall securely maintain at all times its computers and websites secure sites, and the server on which the IDX Display Website software resides in a secure location, such that intruders may not access, damage, or alter files located on the IDX Participant’s computers or access the IDX Display Website software.
- 24.28 **Each IDX Participant shall maintain an audit trail** of all consumer activity on each IDX Display Website for a rolling consecutive twelve (12) month period, and shall make such information for a particular IDX Display Website available to CVRMLS upon CVRMLS’ request if CVRMLS has reason to believe that the IDX Display Website has caused or permitted a breach in the security of the MLS Database or IDX Database or a violation of these Rules and Regulations relating to use by consumers.
- 24.29 **An Agent Subscriber may display IDX Listings** on such Agent Subscriber’s websites subject to the additional following terms and conditions:
- (1) **The Participating Broker of Agent Subscriber's must** be contributing his/her Broker Participant’s Listings to the IDX Database.
  - (2) **With the applicable Broker Participant's permission** and only if Agent Subscriber is an IDX Agent, Agent Subscriber (a) must, if the Agent Subscriber’s IDX Participating Broker has an IDX Display Website, frame unmanipulated the IDX Listings, portion of the Broker Participant's IDX Display Website, or (b) in those instances where the Broker Participant does not have an IDX Display Website, the Agent Subscriber may frame unmanipulated the IDX Database portion of CVRMLS’ designated website, or the Agent Subscriber may display IDX Listings on web pages designed by a third party vendor on behalf of Agent Subscriber’s Broker Participant for use by all Agent Subscribers of the respective Broker Participant.;
  - (3) **The IDX Agent may co-brand the IDX Display Website** so that it shares branding with the IDX Participating Broker.
  - (4) **The Agent Subscriber must sign an agreement** with the IDX Participating Broker, in a form and substance acceptable to CVRMLS in

its sole discretion, which includes the Agent Subscriber's commitment to abide by this SECTION 24.0 to the same extent as the IDX Participating Broker, a copy of which agreement will be provided to CVRMLS on request.

- (5) **In the event that a Subscriber's access to MLS is suspended or terminated, and the Subscriber is framing his or her Broker Participant's IDX solution, the Subscriber and Participant will be notified that the Subscriber has been suspended or terminated, and that the Subscriber must cease and desist immediately from framing the Broker Participant's IDX solution. (The failure of the Subscriber to do so will result in a \$500.00 fine.)**

**NOTE: Violation of any item in Section 24.299 may result in a \$1,000.00 fine, suspension of access to the MLS Database for 30 days as well as suspension of IDX Database access for a 6-month period. Violation of 24.29 (5) may result in a fine of \$500.00.**

## SECTION 25.0 TERM AND TERMINATION

- 25.1 **Each Participant and Subscriber shall become a Subscriber** on the date Participant or Subscriber submits a completed and executed MLS User Application to CVRMLS.
- 25.2 **A Broker Participant may be terminated by CVRMLS** as a Broker Participant if such Broker Participant fails to submit all Listings required to be submitted under these Rules and Regulations or otherwise defaults or fails to comply with any of the material terms and conditions of these Rules and Regulations.
- 25.3 **A Subscriber may be terminated as a Subscriber** upon termination of the Subscriber's Participant. An Agent Subscriber may also be terminated by CVRMLS as an Agent Subscriber if such Agent Subscriber fails to cause its Broker Participant to submit all Listings required to be submitted under these Rules and Regulations or otherwise defaults or fails to comply with any of the material terms and conditions of these Rules and Regulations.
- 25.4 **CVRMLS may terminate any Participant or Subscriber** as a Participant or Subscriber, upon the occurrence of any of the following events:
- 25.4.1 **Participant or Subscriber fails to pay any fees and amounts** payable to CVRMLS when due.
- 25.4.2 **Participant or Subscriber discloses any Confidential Information**, including, without limitation, its password, or its Subscriber's password, except as expressly provided in these Rules and Regulations.

- 25.4.3 **Participant or Subscriber fails to comply in all respects** with these Rules and Regulations, the applicable Board Rules and Regulations, or the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®.
- 25.4.4 **Participant or Subscriber defaults under any material term or condition** of any agreement entered into with CVRMLS.
- 25.4.5 **In addition to all other rights and remedies available to CVRMLS** under these Rules and Regulations, if a Participant or Subscriber fails to pay any fees and amounts payable to CVRMLS when due, or otherwise defaults under these Rules and Regulations, CVRMLS may, in its sole discretion, temporarily suspend, and not terminate, the license granted to Participant/Subscriber to access the MLS Database and/or IDX Database until all outstanding fees have been paid in full or the default has been cured.
- 25.5 **Any Participant may terminate as a Participant** at any time for any reason. No pre-paid fees will be refunded to a Participant as a result of termination.
- 25.6 **Upon termination of a Participant or Subscriber**, the terminated Participant/Subscriber agrees to immediately destroy any printouts of the MLS Database and IDX Database and any copies of the MLS Database and IDX Database in such Participant/Subscriber's possession or under such Participant/Subscriber's control.
- 25.7 **Upon termination of a Participant or Subscriber**, CVRMLS may remove from the MLS Database and IDX Database, or change the status of, all Listings submitted by the Participant. If, for any reason, an Agent Subscriber is terminated as a Subscriber, the applicable Broker Participant agrees to, and the terminated Agent Subscriber agrees to cause its Broker Participant to, either assign all Listings originated by the terminated Agent Subscriber to another of the Broker Participant's Agent Subscribers, or request that CVRMLS terminate or change the status of the Listings originated by the terminated Agent Subscriber.
- 25.8 **Upon termination of a Participant or Subscriber**, any right or license granted to such Participant or Subscriber under this Agreement shall automatically terminate. No prepaid fees will be refunded to a terminated Participant or Subscriber.

#### SECTION 26.0 INDEMNIFICATION:

- 26.1 **Each Participant and Subscriber agrees to indemnify** and hold harmless CVRMLS, and its officers, directors, employees, shareholders and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with (a) any Listing Agreement, (b) these Rules and Regulations, (c) submission to CVRMLS of any Listing or Broker Load of any Listing, and (d) the inclusion of any Listing in the MLS Database or IDX

Database, including, without limitation, any claim that the access to, display of, and/or use of the Listing infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world, including any claims by Sellers, and any use by Participant or Subscriber of the MLS Database or IDX Database. CVRMLS shall have the right to control its own defense and engage legal counsel acceptable to CVRMLS.

#### **SECTION 27.0 OWNERSHIP OF INTELLECTUAL PROPERTY:**

27.1 **Each Participant and Subscriber acknowledges and agrees** that the MLS Database, any Listing input forms, and the IDX Database, including all copies, modifications, enhancements, and derivative works of the MLS Database, Listing input forms, and the IDX Database, are unpublished, proprietary, confidential, original works of authorship of CVRMLS protected under United States copyright, trademark, and trade secret laws of general applicability. Further, all Listings and other information submitted by a Broker Participant to CVRMLS or otherwise included in the MLS Database or IDX Database shall be deemed to be confidential information of CVRMLS. Each Participant and Subscriber further acknowledges and agrees that all right, title, and interest in and to the MLS Database, any Listing input forms, and the IDX Database, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with CVRMLS. Each Participant and Subscriber hereby assigns to CVRMLS any and all rights which it may have or acquire in and to the MLS Database, IDX Database, and any Listing input forms. Each Participant and Subscriber agrees to execute all documents and take all action reasonably requested by CVRMLS in connection with the assignment of rights to CVRMLS. Nothing in these Rules and Regulations shall be deemed to convey to a Participant or Subscriber an interest in or to the MLS Database, IDX Database, or any Listing input forms, but only a limited right of access and use, revocable in accordance with the terms of these Rules and Regulations.

#### **SECTION 28.0 PROPRIETARY AND OTHER NOTICES:**

28.1 Each Participant and Subscriber agrees that her/she will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the MLS Database or any printouts of the MLS Database allowed under these Rules and Regulations or an applicable License Agreement.

#### **SECTION 29.0 IDX ADVERTISING CONSENT:**

- 29.1 Unless a Broker Participant or Agent Subscriber has made an IDX Non-Participation Election, as such term is defined in SECTION 24.0, and has not otherwise agreed to participate as an IDX Participating Broker or IDX Agent, as applicable, as such terms are defined in the SECTION 24.0, each Broker Participant and Agent Subscriber expressly consents to other IDX Participating Brokers and IDX Agents advertising all Listings for properties listed for sale by the Broker Participant in accordance with SECTION 24.0.

#### SECTION 30.0 **GENERAL:**

- 30.1 **Notices:** All notices, demands, or consents required or permitted under these Rules and Regulations shall be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, by a reputable overnight courier service, or by e-mail, if the sender receives and maintains a copy of a certified mail receipt and a copy is mailed within (1) business day after notice is delivered by e-mail, except that CVRMLS may deliver notices or demands, but not consents, by telephone, to the appropriate party at the following addresses:

30.1.1 **If to Subscriber:**

At the street address, e-mail, or telephone number set forth on the applicable MLS User Application.

30.1.2 **If to CVRMLS:**

8975 Three Chopt Road  
Richmond, Virginia 23229 Attention: Ralph G. Cantrell

The foregoing addresses may be changed from time-to-time by delivering notice of such change, referencing these Rules and Regulations, to CVRMLS or the applicable Participant or Subscriber, as the case may be.

- 30.2 **Governing Law:** These Rules and Regulations shall be governed by and construed in accordance with the laws of the State of Virginia. Each Participant and Subscriber acknowledges that by providing Listings to CVRMLS and/or accessing the MLS Database, Participant or Subscriber has transacted business in the State of Virginia. By transacting business in the State of Virginia by agreement, each Participant and Subscriber voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Henrico County, State of Virginia, as to all matters relating to or arising from these Rules and Regulations.
- 30.3 **Costs of Litigation:** If any action is brought by CVRMLS or a Participant or Subscriber against CVRMLS or a Participant or Subscriber regarding the subject matter of these Rules and Regulations, the prevailing party shall be entitled to

- recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.
- 30.4 **Severability:** Any provision of these Rules and Regulations 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 these Rules and Regulations.
- 30.5 **No Waiver:** The waiver by any party of, or the failure of any party to take action with respect to, any breach of any term, covenant or condition contained in these Rules and Regulations shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in these Rules and Regulations. The subsequent acceptance of any payment due under these Rules and Regulations by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in these Rules and Regulations.
- 30.6 **No Third Party Beneficiaries:** These Rules and Regulations are for the sole and exclusive benefit of CVRMLS and Participants and Subscribers and are not intended to benefit any third party, including any Seller. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of these Rules and Regulations.
- 30.7 **Survival:** The provisions of SECTION 1.4, SECTION 1.5, SECTION 2.0, SECTION 6.0, SECTION 18.0, SECTION 19.0, SECTION 20.2, SECTION 20.3, SECTION 21.2.2, SECTION 22.2.3, SECTION 23.0, SECTION 25.6, SECTION 25.7, SECTION 25.8, SECTION 26.0, SECTION 27.0, and SECTION 30.0 of these Rules and Regulations, to the extent applicable, shall survive the termination of a Subscriber.
- 30.8 **No Assignment:** Each Participant and Subscriber agrees that it will not assign, pledge, otherwise transfer his/her rights granted under these Rules and Regulations, including any license granted under these Rules and Regulations, or delegate any of his/her duties or obligations under these Rules and Regulations.

MLS rules&regs.98

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