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RULES AND REGULATIONS

of the Multiple Listing Service of the

Greater Northwest Indiana Association of REALTORS[®], Inc.

(As approved by the MLS Board of Directors and GNIAR Board of Directors January 19, 2022)

MLS Rules and Regulations training is mandatory for new Participants/Subscribers. MLS Rules and Regulations training needs to occur within 120 days of becoming a new Participant/Subscriber. If mandatory MLS Rules and Regulations training is not taken by new Participant/Subscriber within the 120 days, MLS services will be suspended and will remain suspended until class is taken, in addition to paying a user reinstatement fee after the class is taken.*

LISTING PROCEDURES

Section 1: LISTING PROCEDURES: Listings of real property of the following types, which are listed subject to a real estate broker's license, located within Lake, LaPorte, Jasper, Newton, Porter, Pulaski, and Starke Counties ("Service Area") of the MULTIPLE LISTING SERVICE OF THE GREATER NORTHWEST INDIANA ASSOCIATION OF REALTORS[®], INC. ("Service"), taken by Participants on an exclusive right to sell or an exclusive agency listing form shall be delivered to the Service within seventy two (72) hours of the effective date of the listing contract.

- (a) Single family homes for sale or exchange.
- (b) Vacant lots and acreage of 10 acres or less for sale or exchange.
- (c) Two-family, three-family and four-family residential buildings for sale or exchange.

Section 1.0.1 TYPES OF PROPERTIES: The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service, and other types that may be filed with the Service at the Participant's options provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker.

1. Residential sale, lease, and option
2. Residential Income/Multi-Unit
3. Subdivided Vacant Lot
4. Land, Ranch, Farms
5. Business Opportunity with Real Estate

Note: Business opportunities are specifically excluded from the MLS unless there is real estate being sold.

6. Mobile Homes

Note: Unless the real estate that the mobile home sits on is included in the sale of the mobile home, the mobile home is considered personal property, therefore, it may not be listed in the MLS.

7. Commercial/Industrial

Apartment buildings over four (4) units, residential leasing and option, commercial, commercial leasing, new construction and vacant properties over ten (10) acres are exempt by Participant's discretion.

Section 1.0.2: The Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a "property data form" may be required as approved by the Service. However, the Service, through its legal counsel:

1. May reserve the right to refuse to accept a listing form, which fails to adequately protect the interest of the public and the Participants.
2. Assure that no listing form filed with the Service establishes, directly or indirectly, any contractual relationship between the Service and the client (buyer or seller). The Service shall accept exclusive right to sell and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing Participant to offer cooperation and compensation to the other Participants of the Service acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law. The listing agreement must include the seller's authorization to submit the agreement to the Service.
3. The different types of listing agreements include:
 - (a) exclusive right to sell
 - (b) exclusive agency
 - (c) open
 - (d) net

The Service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other Participants and inherently provides a disincentive for cooperation.

The exclusive right to sell listing is the conventional form of listing submitted to the Service in that the seller authorizes the listing Participant to cooperate with and to compensate other Participants.

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

Section 1.0.3: The Service does not regulate the type of listings its Participants, and their associated Subscribers, may take. This does not mean that a Service must accept every type of listing. The Service shall decline to accept open listings (except where acceptance is required by law) and net listings and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Participants, and their associated Subscribers, free to accept such listings to be handled outside the Service.

Section 1.1: LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE: Any listing taken on a contract to be filed with the Service is subject to ALL the Rules and Regulations of the Service upon signature of the seller(s).

Apartment buildings over four (4) units, residential leasing and option, commercial, commercial leasing, new construction and vacant properties over ten (10) acres are optional by the listing broker's discretion.

However, if a listing broker files an optional listing with the MLS Service, the listing is no longer optional and shall be subject to ALL the Rules and Regulations of the Service.

Section 1.2: EXEMPTED LISTINGS: If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and such listing shall be filed with the Service, but not disseminated to the Participants. The Participant shall forward to the MLS a dated "**MLS of GNIAR - Submission Waiver (Office Exclusive)**" form, or comparable written communication, signed by the seller(s) and the listing broker stating that the seller does not desire the listing to be disseminated by the Service. The "**MLS of GNIAR - Submission Waiver (Office Exclusive)**" form, or comparable written communication, must be filed with the MLS service within seventy-two hours of the effective date of the listing agreement.

An office exclusive listing may not be marketed to the public. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. Once the property has been marketed to the public, the Participant has one (1) business day to submit the listing to the MLS and the "MLS of GNIAR - Submission Waiver (Office Exclusive)" form associated with the listing shall be deemed void by all parties.

Section 1.3: CLEAR COOPERATION POLICY:

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

Section 1.4: DETAIL ON LISTINGS FILED WITH THE SERVICE: A Listing Agreement and the Property Data Form, when filed with the Service by the listing broker, shall be complete in every detail ascertainable as specified on the Property Data Form.

Section 1.4.0 ACCURACY OF LISTING DATA

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

Section 1.5: CHANGE OF STATUS OF LISTING: Any change in the listed price or other changes (i.e. **active under contract, pending, fell and sold status**) in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within **3 days after the effective date of the status change**.

If an agreement of sale or lease is duly accepted by the Seller(s)/Lessor(s) during the Coming Soon-No Show status period, the listing Participant, or Subscriber on the Participant's behalf, shall provide written notification, documentation and authorization to MLS of GNIAR staff to change the status of the listing. The written notification shall be dated in accordance with the status change timeframe(s) specified within current MLS of GNIAR Rules and Regulations.

Section 1.6: WITHDRAWAL OF LISTING PRIOR TO EXPIRATION: Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

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

Section 1.7: AVAILABILITY OF LISTED PROPERTY: Listing brokers shall not misrepresent the availability of access to show or inspect listed property. An Active listing must be available to be shown within seventy-two (72) hours of the effective date of the listing contract. A listing status must be marked as Withdrawn if the underlying property is listed for sale and is unavailable for showings.

Section 1.7.1: COMING SOON-NO SHOW status

The intended use of the Coming Soon-No Show status is to provide a method to notify Participants and Subscribers of the Service that a listed property will be made fully available for showing between one (1) and fourteen (14) days from the effective date of the listing contract.

The following rules apply to a listing in the Coming Soon-No Show status:

- A valid, fully executed listing agreement acceptable to the Service, as described in the Listing Procedures Section of these Rules and Regulations, must be in place prior to submission to the Service;
- The Listing Broker must have Seller(s)/Lessor(s) approval for the listing to be submitted to the Service in the Coming Soon-No Show status. The approval may be granted by use of the **'Coming Soon-No Show status Seller/Lessor Authorization'** form or a form substantially similar in nature that protects the interest of the public and the Participants and Subscribers of the Service;
- Listings entered into the MLS in the Coming Soon-No Show status can remain in this status for no longer than 14 days from the effective date of the listing contract and will include an 'On Market' date that must be set to a minimum of one (1) day in the future up to a maximum of fourteen (14) days from the effective date of the listing contract.
- The 'On Market' date cannot be changed once published in the Service. Upon reaching the 'On Market' date, the listing will automatically change to the Active status and will begin accruing Days on Market (DOM) and Cumulative Days on Market (CDOM). If the property is not ready for showings once changed to the Active status, the listing must be changed to the Withdrawn status.
- A listing in the Coming Soon-No Show status may not be shown (including Open Houses, Broker Tours, etc.). **Offers can be accepted: A Seller/Lessor can accept an offer from a prospective buyer even if the property is not available for showing.**

- If an agreement of sale or lease is duly accepted by the Seller(s)/Lessor(s) during the Coming Soon-No Show status period, the listing Participant, or Subscriber on the Participant's behalf, shall provide written notification, documentation and authorization to MLS of GNIAR staff to change the status of the listing. The written notification shall be dated in accordance with the status change timeframe(s) specified within current MLS of GNIAR Rules and Regulations.
- Potential buyers and brokers, including all brokers in the Listing Broker's office, cannot schedule showings of a listing in Coming Soon-No Show status through the Seller or the Listing Broker.
- Any showing of a listing in the Coming Soon-No Show status:
 - is considered a violation of this rule and
 - carries a fine as described in Section 7.2 of these Rules and Regulations.
- Once the listing transitions from Coming Soon-No Show status to Active status, it cannot revert back to Coming Soon-No Show status.
- A listing broker may not re-list a property in the Coming Soon-No Show status unless:
 - the listing has been in the Expired or Canceled status for more than 90 days,
 - the property is listed with a new brokerage firm, or
 - the property has been sold or leased.
- Listings cannot be changed to the Coming Soon-No Show status from any other status.
- The MLS will NOT distribute Coming Soon-No Show status listings to any broker for public display or to any 3rd party syndication websites.

Listing Brokers with properties in a Coming Soon-No Show status are permitted to advertise and must comply with NAR's Code of Ethics and State of Indiana Real Estate License Law. Showings, Open Houses, Broker Tours, etc. may be scheduled on or after the 'On Market' date.

Section 1.8: CONTINGENCIES APPLICABLE TO LISTINGS: Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants within seventy-two (72) hours.

Section 1.9: LISTING PRICE SPECIFIED: The full gross listing price stated in the listing contract will be included in the information published in the compilation of the Service of current listings, unless the property is subject to auction.

Section 1.10: LISTING MULTIPLE UNIT PROPERTIES: All properties which are to be sold or which may be sold separately must be indicated individually in the listing on the property data form. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service by showing the original listing was amended to exclude part of the property and all related property data, adjust the listing price, mark the property sold, and generate a new listing for the remaining unsold portion within seventy-two (72) hours.

Section 1.11: LISTING "MULTI-USE" PROPERTIES: Properties that fall under the category of "multi-use", such as a property that could be sold for either residential or commercial use, may be filed with the Service under more than one property type, where appropriate. In addition, this would cover those properties that have more than one zoning (i.e. large parcel with a home, zoned residential, and an adjacent parcel zoned commercial that must be sold together.) Filing of the listing should be accompanied by written

notification using the Multi-use Property Notice form. Any change in the listing price or other changes in the original listing agreement (except changing to sold status) shall be filed with the Service for both listings following the guidelines set forth in Section 1.5 of this document.

When filing a status change of a listing to sold status for “multi-use” properties, the Listing Broker should electronically report the change only under the property type in which the property sold. Filing of the status change should be accompanied by written notification, using the same Multi-use Property Notice form, so that the Service can delete the listing in the property type where it did not sell. (i.e. If a property is listed in both the residential and commercial property types and it is sold for residential use, the Listing Broker must report the residential property type listing as sold in the MLS and must notify the Service in writing of this fact so that the Service can delete the listing under the commercial property type. By doing so, the property is only reported as sold once in the system.) When filing a status change of a “multi-use” property to sold status, the change shall be filed with the Service for both listings following the guidelines set forth in Section 1.5 of this document.

Section 1.12: NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY

PARTICIPANTS: The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participant.

Section 1.13: EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS: Any listing filed with the Service automatically expires on the date specified in the listing agreement unless the extension, signed by the listing broker and seller(s), is obtained by the listing broker and notice of extension is filed with the Service prior to expiration. If an extension (Amendment to Listing Contract) is dated after the expiration date of the original listing, then a new listing must be secured for the listing to be filed with the Service. It must then be published as a new listing.

Section 1.14: TERMINATION DATE ON LISTINGS: Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

Section 1.15: SERVICE AREA: Only listings of the designated types located within the (Lake, LaPorte, Jasper, Newton, Porter, Pulaski, and Starke Counties) (“Service Area”) of the MULTIPLE LISTING SERVICE OF THE GREATER NORTHWEST INDIANA ASSOCIATION OF REALTORS[®], INC. are required to be submitted to the Service. Listings of property located outside the Service’s Service Area will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

Section 1.15.1: Multiple Listing Services must choose whether the Service will accept listings from beyond its Service Area into the Service’s compilation.

Section 1.16: LISTING PLACED IN CORRECT AREA: Each property must be placed in the geographical area that reflects where the property physically exists. It must have the correct mailing address and correct zip code, as assigned by the post office.

Section 1.16.1: PROPERTY ADDRESSES: At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

Section 1.17: LISTINGS OF SUSPENDED PARTICIPANTS: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients.

Section 1.18: LISTINGS OF EXPELLED PARTICIPANTS: When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the Service shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients.

Section 1.19: LISTINGS OF RESIGNED PARTICIPANTS: When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients.

Section 1.20: INTERNET PROPERTY ADVERTISING SERVICES: All active single family listing data, including photo, will be transmitted to Internet property advertising services determined by the Multiple Listing Service Board of Directors unless the listing broker requests in writing to the Service that the listing(s) not be included. There is no additional charge to the listing broker for this service.

Section 1.21: PHOTOS ON LISTINGS FILED WITH THE SERVICE: A photo of the exterior of the dwelling must be displayed as the primary photo (Photo #1) on any residential or multi-unit listing filed with the Service within seventy-two (72) hours of the effective date of the listing contract. If a photo is not displayed within seventy-two (72) hours of the effective date of the listing contract, a signed MLS of GNIAR – Photo Submission Waiver form or comparable written communication signed by the seller(s) and listing broker must be submitted to the Service stating that the Seller does not desire a photo to be disseminated by the Service. In lieu of a photo, an illustration or other graphic rendering of the exterior of the dwelling can be displayed for new construction or proposed construction listings only. It is contrary to the MLS Rules and Regulations to copy another agent’s photo for the purpose of listing or marketing property.

SELLING PROCEDURES

Section 2: SHOWINGS AND NEGOTIATIONS: Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Service shall be conducted through the listing broker except under the following circumstances:

- A. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- B. after reasonable effort, the cooperating broker cannot contact the listing broker or his Representative. However, the listing broker, at his option, may preclude such direct negotiations by the cooperating brokers.

Section 2.1: PRESENTATION OF OFFERS: The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

Section 2.2: SUBMISSION OF WRITTEN OFFERS: The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller(s) obtain advice of legal counsel prior to acceptance of the subsequent offer.

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

Section 2.3: RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFERS: The cooperating broker (acting as a subagent, buyer agent, or in other agency or non-agency capacities defined by law) or his representative shall have the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller’s or lessor’s written instructions. None of the foregoing diminishes the listing broker’s right to control the establishment of appointments for such presentations.

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

Section 2.4: RIGHT OF THE LISTING BROKER IN PRESENTATION OF COUNTER-

OFFERS: The listing broker or his representative has the right to participate in the presentations of any counter-offer made by the seller or lessor. He 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 broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5: REPORTING SALES TO THE SERVICE: Status changes, including final closing of sales and sales prices, shall be reported to the Service within seventy-two (72) hours by the listing broker. If the negotiations were carried on under Section 2 (a) or (b) hereof the cooperating broker shall report accepted offers and prices to the listing broker within twenty-four (24) hours after occurrence and the listing broker shall report them to the MLS within twenty-four (24) hours after receiving notice from the cooperating broker.

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

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

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

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

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

price information from those entities shall not be construed as a violation of the requirement to report sale prices.

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

Section 2.6: REPORTING RESOLUTIONS OF CONTINGENCIES: The listing broker shall report to the Service within seventy-two (72) hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed (extended), or the agreement fell through (deal fell).

Section 2.7: ADVERTISING OF LISTINGS FILED WITH THE SERVICE: A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

Section 2.8: REPORTING CANCELLATION OF A PENDING SALE: The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately.

REFUSAL TO SELL

Section 3: REFUSAL TO SELL: If the seller of any listed property filed with the Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

PROHIBITIONS

Section 4: INFORMATION FOR PARTICIPANTS ONLY: Any listing filed with the Service shall not be made available to any non-participant without the prior consent of the listing broker.

Section 4.1: “FOR SALE” SIGNS: Only the “For Sale” signs of the listing broker may be placed on a property.

Section 4.2: “SOLD” SIGNS: Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 4.3: SOLICITATIONS OF LISTING FILED WITH THE SERVICE: Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case interpretations.

NOTE 1: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

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

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

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

Section 4.4: SERVICES ADVERTISED AS “FREE”: MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services.

DIVISION OF COMMISSIONS

Section 5: COOPERATING COMPENSATION SPECIFIED ON EACH LISTING: The listing broker shall specify, on each listing filed with the Service, the compensation offered to other Service Participants for their services in the sale of such listing.

NOTE 1: In filing a property with the Service, the Participant of the Service is making a blanket unilateral offer of cooperation to the other Service Participants, and shall therefore specify on each listing filed with the Service the compensation being offered by the listing broker to the other Service Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell*. The listing broker retains the right to determine the amount of compensation offered to Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different.

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

The Association MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Association MLS shall not publish the total negotiated commission on a listing which has been submitted to the Service by a Participant. The Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

*The compensation specified on listings filed with the Service shall appear in one of two forms.

The essential and appropriate requirement by the Service of the Association is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of submitting an offer to

purchase. The compensation specified on listings published by the Service shall be shown in one of the following forms:

1. By showing a percentage of the gross selling price.
2. By showing a definite dollar amount.

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

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

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

NOTE 2: The listing broker may, from time to time, adjust the compensation being offered to other Participants of the Service for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised.

NOTE 3: The Service shall make no rule on the division of commissions between Participants and non-participant. This should remain solely the responsibility of the listing broker. The listing broker retains the right to determine the amount of compensation offered to other Participants acting as subagents, buyer agents, or brokers acting in other agency or non-agency capacities defined by law, which may be the same or different.

NOTE 4: In the Service, the cooperating broker in a cooperative real estate transaction is the subagent of the listing broker, the agent of the buyer, or is acting in another recognized agency or non-agency capacity.

NOTE 5: The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other MLS Participants for the services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker’s performance as the procuring cause of sale or lease. The listing broker’s obligation to compensate any cooperating broker as the procuring cause of sale or lease may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreements; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

NOTE 6: The Service shall not publish listings that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount, nor shall it include general invitations by listing brokers to other Participants to discuss terms and conditions of possible cooperative relationships.

NOTE 7: Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

NOTE 8: Multiple Listing Services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing Services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers.

Section 5.0.1: Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

Section 5.1: PARTICIPANT AS PRINCIPAL: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any owned interest in a property, the listing of which is to be disseminated through the Service, that person shall disclose that interest in the AON (Agent Owned/Interest) field of the property data form when the listing is filed with the Service and such information shall be disseminated to all Participants of the Service.

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

Section 5.3: DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS: The existence of a dual or variable rate commission arrangement (i.e., one in which the seller agrees to pay a specified commission if the property is sold by the listing broker without assistance and a different commission if the sale results through the efforts of a cooperating broker; or one in which the seller agrees to pay a specified commission if the property is sold by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale results through the efforts of a seller) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would

result in either a cooperative transaction or, alternatively, in a sale 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.

Section 5.4: DISPLAY OF LISTING BROKER'S OFFER OF COMPENSATION: Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.

SERVICE CHARGES

Section 6: MLS OF CHOICE: Recurring Multiple Listing Service fees, dues, and charges for services provided by the MLS of GNIAR are based upon the total number of real estate brokers and licensed or certified real estate appraisers affiliated with or employed by an MLS of GNIAR Participant. The MLS of GNIAR, however, offers, to its Participants, the option of a no-cost waiver of Multiple Listing Service fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different Multiple Listing Service where the Participant participates. The MLS of GNIAR, as a matter of policy, requires waiver recipients and their Participants to sign a certification, on an annual basis, for non-use of its Multiple Listing Service services, which includes penalties and termination of the waiver if violated.

Non-use of Multiple Listing Service services shall include the following conditions with respect to this section of the Rules and Regulations:

- Any Participant's listings obtained by a Waiver Recipient shall be filed with the MLS of GNIAR in the name of the Participant only; and
- A Waiver Recipient shall not be identified as a Listing Agent for any active listings currently file with the MLS of GNIAR

Penalty for violation of the MLS of Choice Waiver Form include:

- a \$250 non-compliance penalty for each Waiver Recipient that has had their waiver revoked, and
- payment of retroactive MLS of GNIAR Subscriber Fees for the Waiver Recipient that has had their waiver revoked as calculated in the following manner:
 - any fees due and payable for the most recent four (4) billing quarters, or
 - the initial waiver date,whichever is sooner.

Section 6.01: SERVICE FEES AND CHARGES: The following service charges for operation of the Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

- A. Initial Participant Fee: An applicant for participation in the Service shall pay a non-refundable office application fee* with such fee to accompany the application form. A branch office is considered a new Participant and is required to pay the application fee. Listing fees and service charges shall be in such amount as established by the MLS of GNIAR Board of Directors.

- B. Non-Primary or Secondary Members: REALTORS® who do not hold primary or secondary membership in the Greater Northwest Indiana Association of REALTORS® may be assessed additional fees to offset actual expenses incurred in providing MLS services such as delivery charges, long distance telephone charges, etc., or for optional services that may be developed.

Section 6.I: NON-PAYMENT OF MLS CHARGES: PARTICIPANT/SUBSCRIBER:

MLS User fees will be assessed quarterly, in advance, for the period that the service is to be provided (January-March, April-June, July-September or October-December).

- 6.1 Invoices will be mailed to each MLS Participant and Subscriber on the first day of the month (December 1, March 1, June 1, and September 1) prior to the quarter that the service will be provided.
- 6.1.1 MLS Participant and Subscriber accounts will be prorated on a monthly basis.
- 6.2. Payments in full must be made by 5:30 P.M. at GNIAR by the Participant and/or Subscriber on or before the 25th of each month, (December 25, March 25, June 25, September 25).
- 6.2.1 Failure of a MLS Participant or Subscriber to pay assessed fees in the manner prescribed below shall result in the suspension of the non-paying Participant's or Subscriber's MLS services and possible termination of the MLS Participant and all affiliated Subscribers with the MLS Participant at that office location.
- 6.3 On the last business day of the billing month (December, March, June, September) the administrative staff will fax and/or mail a Suspension Notice to the MLS Participant containing the names of all MLS Participants or Subscribers that have not paid their MLS user fees and who are subject to suspension of services and a user reinstatement fee*. The notice will also contain a warning of possible suspension and/or termination of services to all subscribers and the Participant if payment is not received within 60 days of initial billing.
- 6.3.1 Services to MLS Participants or Subscribers who do not make full payment of their quarterly user fees on or before 5:30 P.M. of the last business day of the billing month (December, March, June, September) will have their MLS services (deactivation of agent ID number, password and key card access code) suspended on the 1st business day of the billed quarter (January, April, July, October).
- 6.3.2 Suspended MLS Participants or Subscribers will be assessed a user reinstatement fee* on the 1st business day of the billed quarter (January, April, July, October. Amount owing is the user fee* + user reinstatement fee* for restored services.)
- 6.3.3 Suspension of MLS services to the entire office will take place on either the 1st business day of February for 1st quarterly billing; the 1st business day of May for the 2nd quarterly billing; the 1st business day in August for the 3rd quarterly billing; or the 1st business day in November for the 4th quarterly billing.
- 6.4 Forty-five (45) to Fifty (50) days after initial invoice date (December 1, March 1, June 1 and September 1), and prior to the scheduled suspension date, the administrative staff will telephone the

MLS Participant to inform them of the time and date of scheduled suspension of MLS services to their office and advise them of the alternatives available to them in order to avoid the suspension or termination of MLS service to their entire office. A written confirmation of the telephone call will be faxed and/or mailed to the Participant and a copy maintained in the Participant's file.

- 6.4.1 Alternatives to suspension or termination of an MLS of GNIAR participating office due to nonpayment of user fees include receipt of:
- a) Verification, per the Indiana Professional Licensing Agency's website, that the Subscriber in default is no longer affiliated with the MLS of GNIAR participating office, or
 - b) Payment in full by Subscriber prior to stipulated termination date, or;
 - c) Payment in full by Subscriber's Participant prior to stipulated termination date, or;
 - d) A properly executed and verified MLS of Choice Waiver Application for the Subscriber in default - dated and verified by MLS of GNIAR staff prior to the stipulated termination date.
- 6.4.2 In the event all affiliated subscribers associated with a Participant are paid, however, the Participant's quarterly assessment is not paid by the last business day of the billing month, services to the entire office will be suspended in accordance with 6.3.2.
- 6.5 The suspended Participant will be assessed an office reinstatement fee* immediately upon suspension date as stated in 6.3.3.
- 6.5.1 Services to a suspended Participant and/or affiliated subscribers will be restored upon full payment of all unpaid user fees*, plus unpaid user reinstatement fees*, plus unpaid suspended Participant's office reinstatement fee*.
- 6.5.2 Services to a suspended Participant and suspended affiliated subscribers will be terminated if full payment of all fees and assessments are not paid in full within 90 days of the initial billing date, the unpaid account will be turned over to a collection agency, and all MLS Participants will be notified of the Participant's termination from the MLS Service.
- 6.6 **NON-PAYMENT OF MLS CHARGES: PARTICIPANT/OFFICE:**
Each Participant will receive a monthly invoice of expenses for services such as office assessment, books, photos, fines, etc. incurred during the previous month. Monthly office billings will be sent out on the first business day of the billing month.
- 6.6.1 Payment in full is due on the 25th of the month and is considered delinquent on the 30th of the month at 5:30 p.m. and an office late fee* will be assessed. Delinquent notice will be sent the 1st business day of the following month.
- 6.6.2 Failure to make payment in full, plus an office late fee*, within 15 days from the date of the delinquent notice shall result in the immediate suspension of all Participant and Subscriber MLS services within that office.
- 6.6.3 Participants that are suspended shall be required to pay an office reinstatement fee*, in addition to the past due monthly charges, including the office late fee*, in order for service to be restored to the Participant and all Subscribers in that office.

- 6.6.5 Failure to make payment within 30 days of the date of suspension, shall result in immediate termination of the Participant and all Subscribers within that office from the Greater Northwest Indiana Association of REALTORS® Multiple Listing Service and will be turned over for collection.
- 6.6.6 Terminated Participants must make application for subsequent participation in the Service in the same manner as prescribed in Section 6A as for new Participants wishing to join the MLS, by completing a new application, payment of the office application fee*, and payment of all past due fees, fines and assessments.

COMPLIANCE WITH RULES & REGULATIONS

Section 7: MLS RULES AND REGULATIONS:

- A. Under construction listings must give the status of the listing when entered. A special field is provided on the property data form for this information. Under construction or new construction that is listed with the MLS, that does not include the lot in the commission, should be indicated as such by putting “LL” (less lot) in the BAC (buyer agency commission) field on the input form and the lot price must be disclosed in Agent Remarks.
- B. All properties entered must be for sale with the exception of residential and commercial/industrial properties, which can be for sale and/or lease.
- C. All commercial/business properties must include real estate.
- D. Unless the real estate that the mobile home sits on is included in the sale of the mobile home, the mobile home is considered personal property; therefore, it may not be listed in the MLS. Mobile homes only may be listed/posted subject to a real estate broker’s license.

NOTE: Mobile Home postings are a courtesy link and are not a part of the MLS database.

- E. Listings with special commission rates or bonuses must be payable to the selling office, not the selling agent.
- F. Correct selling office ID, selling agent ID, and/or team leader agent ID must be reported on all closed listings.
- G. Status dates (e.g. listing; active under contract; expired; canceled; withdrawn; leased; pending; sold; comp only) for listings must correspond to properly executed transaction documents (e.g. listing agreements; purchase agreements; lease agreements; addendum(s); amendment(s); closing documents).
- H. Status Changes must be accurately reflected at all times.
- I. Entering agent name, firm name, builder name, company signs, e-mail, website address or links of any type to any email address or website; or home, office, voice mail, cell phone, fax, or pager number in any areas of public view such as the Marketing Remarks, Photo Description section, or Direction Remarks Areas, is prohibited. It is acceptable to link to personal websites only through the Agent and/or Office Information page. The Virtual Tour link must link directly to the URL for the tour of the listed property. Participants who list HUD foreclosure properties are permitted to input the HUD foreclosure web site address in the “Owner’s Name” field only in order that other Participants may place bids on such properties.
- J. Submission of inappropriate on-line messages to the system is prohibited.

- K. The Participant shall submit and continue to submit to the Service the number of real estate brokers and licensed or certified real estate appraisers affiliated or employed with the firm who are housed within the Service Area of the MLS of GNIAR and/or who may access or utilize the Service. The MLS of GNIAR, however, offers, to its Participants, the option of a no-cost waiver of Multiple Listing Service fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different Multiple Listing Service where the Participant participates. The MLS of GNIAR, as a matter of policy, requires waiver recipients and their Participants to sign, on an annual basis, a certification for non-use of its Multiple Listing Service services, which includes penalties and termination of the waiver if violated.
- L. The Participant may subscribe to the Service for an office outside the MLS of GNIAR Service Area providing they so chooses and providing they submits and continues to submit to the Service for that office the number of Subscribers affiliated with that office who may access or utilize the Service. The Service may **not** require offices of a firm outside the MLS of GNIAR Service Area to participate in the Service if any office of that firm participates in the Service.

The Service may **not** require a branch office of a firm within the MLS of GNIAR Service area to participate in the Service if any office of that firm participates in the Service. If the Participant of the branch office chooses to subscribe to the Service, the Participant shall submit and continue to submit to the Service for that branch office the number of Subscribers affiliated with that office who may access or utilize the Service

- a. Unless included on a properly executed and verified MLS of Choice Waiver Application, Subscribers shall include those persons affiliated with a Participant, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant, who may subscribe to the Service, who may benefit the Participant and/or themselves individually, or otherwise have access to, or utilize the Service whether on an occasional, infrequent or full time basis. Notification to the Service shall occur in writing at the time of Subscriber assignment and change.

Should it be determined that the Participant submitted to the Service a number less than the actual number of Subscribers affiliated with the Participant who may access or utilize the Service, the Participant shall be subject to sanctions - Section VII of the MLS of GNIAR Rules and Regulations - *Compliance with Rules and Regulations*.

The Participant shall be required to pay the Subscriber's Multiple Listing Service fees from the time the Subscriber affiliated with the Participant. The Participant shall have 5 business days from the time the MLS of GNIAR Board of Directors notifies the Participant to pay the fees. If not paid within that time, the participatory rights will be suspended- and at which time **Sections 6.5, & 6.5.1** in the MLS of GNIAR Rules & Regulations will apply.

- b. Section 6.5.2 which states, "*Services to a suspended Participant and suspended affiliated subscribers will be terminated if full payment of all fees and assessments are not paid in full within 90 days of the initial billing date, the unpaid account will be turned over to a collection agency, and all MLS Participants will be notified of the Participant's termination from the MLS Service.*" and Section 6.6.6 which states, "*Terminated Participants must make application for subsequent participation in the Service in the same manner as prescribed in Section 6A as for new Participants wishing to join the MLS, by completing a new application, payment of **the office application fee***, and payment of all past due fees, fines and assessments.*" in the MLS Rules & Regulations will apply to the above-suspended offices if the REALTOR® Participant hasn't met their obligations.

- c. If a properly executed and verified MLS of Choice Waiver Application has been filed with the Service, Participant agrees to notify the MLS of GNIAR within **10 calendar days** if any Waiver Recipient remains affiliated with the Participant by has become ineligible for the waiver of Service fees. With such notice to the MLS of GNIAR, Participant agrees to either:
 - 1) Sever the Waiver Recipient from affiliation with the Participant, or
 - 2) Inform the Waiver Recipient they must subscribe to the MLS of GNIAR **within three (3) business days** of the notification to the MLS of GNIAR.

Such affirmative notice to the MLS of GNIAR, and subsequent completion of items 1) or 2) above, shall not constitute a breach of the MLS of Choice Waiver and shall not incur the penalty described in Section 6 of these Rules and Regulations

- d. If the MLS Board of Directors finds that this is a repeated infraction on the REALTOR® Participant behalf, the MLS Board of Directors will impose an initial fine of \$250.00; and if repeated again, an additional fine of \$500.00 (these fines are to be paid with payment of all past due fees, fines and assessments) and a third and final offense will be termination of the office.

Section 7.1: COMPLIANCE WITH RULES—AUTHORITY TO IMPOSE DISCIPLINE:

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

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

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

The MLS Board of Directors shall levy a series of fines for violations of the MLS Rules and Regulations as outlined in Section 7.2. It is the duty and responsibility of each Participant and each subscriber/user of the MLS to abide by the Rules and Regulations.

All fines are assessed utilizing the “Non-Compliance Fine” email notice. A copy of the email notice will be provided to the GNIAR Accounting Department and to the Participant(s).

NOTE 2: MLS participants and subscribers can receive no more than seven (7) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber’s participant and the participant is required to attend the hearing of a subscriber who has received more than seven (7) administrative sanctions within a calendar year.

Section 7.2: NOTICE AND FINE STRUCTURE:

A. Photo, Solicitation and Inappropriate Messages

Violations of the following rules are subject to the following tiered fine structure (**Note:** this tiered fine structure resets after 18 months have expired since the 1st Offense of each rule):

RULES:

1. Failure to display a photo (or illustration or other graphic rendering for new construction or proposed construction listings) of the exterior of the dwelling as the primary photo (Photo #1) on any residential or multi-unit listing filed with the service within seventy-two (72) hours of the effective date of the listing contract.
2. Listing photos copied and used in a listing without the express permission by the photo copyright owner
3. Solicitation type messages are prohibited in any areas of public view (e.g. Marketing Remarks section, Photo Description section or Directions Remarks section) except on agent and/or office profile pages. Solicitation type messages shall include, but are not limited to:

- i an agent name, firm name, builder name;
- ii legible company signs in any listing photos;
email address/website or links of any type to any email address or website;

Note: It is acceptable to link to personal websites only through the agent and/or office profile page.

- iii home, office, voice mail, cell phone, fax, or pager number;
- iv reference to specific events or invitations to specific events such as open houses;
virtual tours that include branding. Branding means information that promotes the listing firm and/or listing firm agents.

Note: Virtual tour links that do not include branding must link directly to the URL for the tour of the listed property.

4. All messages must pertain to real estate for sale or lease. Inappropriate on-line messages are prohibited in any areas of public view (e.g. Marketing Remarks section, Photo Description section or Directions Remarks section) except on agent and/or office profile pages. Inappropriate type messages shall include:
 - i personal messages;
 - ii sale of personal items if not included in the sale of real estate.
5. Entering incorrect or inconsistent information into any computer data field and/or features, and for bypassing designated required fields, including, but not limited to:
 - i Failure to display valid directions in the Directions Remarks section;
 - ii Failure to display the correct total number of rooms;
 - iii Failure to use the correct mailing address and zip code as assigned by the U.S. Post Office);
 - iv Failure to report correct square footage.

✦ 1st Offense:

- 72-hour Notice to Correct;
- If the violation is not corrected as per the Notice to Correct, then a \$50/day fine assessment shall apply until corrected with a maximum cap of \$1000

✦ 2nd Offense:

- \$100 automatic fine with a 72-hour Notice to Correct;
- If the violation is not corrected as per the Notice to Correct, then a \$100/day fine assessment shall apply until corrected with a maximum cap of \$1000.

✦ 3rd and Additional Offenses:

- \$300 automatic fine with 72-hour Notice to Correct;
- If the violation is not corrected as per the Notice to Correct, then a \$200/day fine assessment shall apply until corrected with a maximum cap of \$2000.

B. Late Listing – Failure to file a listing with the MLS Service by the Participant/Subscriber within 3 days of the effective date of the listing contract

Violation of this rule is subject to the following tiered fine structure (**Note:** this tiered fine structure resets after 18 months have expired since the 1st Offense):

✦ 1st Offense:

- \$25/day fine for listings submitted up to seven (7) calendar days late, or;
- \$250 fine for listings submitted between the 8th to 30th calendar days late, or;
- \$350 fine for listings submitted greater than 30 calendar days late

✦ 2nd Offense:

- \$250 automatic fine plus \$100/day for each day late for listings submitted late capped at \$2000 maximum;

✦ 3rd and Additional Offenses:

- \$350 automatic fine plus \$150/day for each day late for listings submitted late capped at \$3000 maximum

C. **Submission Waiver (Office Exclusive) – Failure to submit a “MLS of GNIAR – Submission Waiver (Office Exclusive)” form, for an “office exclusive” contract signed by the seller, within 3 days of the effective date of the listing contract**

Violation of this rule is subject to the following tiered fine structure (Note: this tiered fine structure resets after 18 months have expired since the 1st Offense):

✦1st Offense:

- 24-hour Notice to Correct – no initial fine;
- after 24 hours if still in violation, then \$150 automatic fine plus \$50/day for each day a submission waiver is submitted late, capped at \$1000;

✦2nd Offense:

- \$250 automatic fine plus \$100/day for each day late a submission waiver is submitted late, capped at \$2000 maximum;

✦3rd and Additional Offenses:

- \$350 automatic fine plus \$150/day for each day late for listings submitted late capped at \$3000 maximum.

D. **Failure to Report Status Updates – Failure to report change of status (See Appendix A for a list of statuses)**

(Note: This section applies for the failure to report a status change otherwise Section E applies for the failure to report a status within the status update policy timeframe)

Violation of this rule is subject to the following tiered fine structure (Note: this tiered fine structure resets after 18 months have expired since the 1st Offense):

✦1st Offense:

- 24-hour Notice to Correct – no initial fine;
- after 24-hour Notice to Correct expires, if still in violation, then \$25 automatic fine plus \$25/day for each day until corrected, capped at \$500

✦2nd Offense:

- \$50 automatic fine plus 24-hour Notice to Correct;
- After 24-hour Notice to Correct expires, if still in violation, then \$50/day until corrected, capped at \$1000 maximum

✦3rd and Additional Offenses:

- \$75 automatic fine plus 24-hour Notice to Correct;
- After 24-hour Notice to Correct expires, if still in violation, then \$75/day until corrected, capped at \$1500 maximum

E. **Late Status – Failure to report the change of status of a listing within 3 days of the effective date of the status change (See Appendix A for a list of statuses)**

(Note: This section applies for the failure to report a status within the status update policy timeframe otherwise Section D applies for the failure to report a status change)

Violation of this rule is subject to the following tiered fine structure (**Note:** this tiered fine structure resets after 18 months have expired since the 1st Offense):

✦1st Offense:

- Notice of Violation;

✦2nd Offense:

- \$50 automatic fine;

✦3rd and Additional Offenses:

- \$100 automatic fine

F. **A fine of \$250 shall be assessed for failure to submit a listing within 1 business day of public marketing - as per Section 1.3: CLEAR COOPERATION POLICY.**

G. A fine of \$100.00 per day, not to exceed \$1,000.00, per listing inserted in the MLS with dates that are inconsistent with the listing contract or subsequent extension by use of a signed “Amendment to Listing Contract”, or a listing price not accurately reflected on the listing contract. The dates and figures on the listing contract, or subsequent “Amendment to Listing Contract” for extension of listing date or price changes, must match those on the property data form and the seller and the principal/managing broker must both sign the original listing contract and all amendments to the listing contract.

H. For failure to provide copies of documents within seventy-two (72) hours when requested by MLS staff, an automatic fine of \$ 50.00 will be assessed. An additional charge of \$ 100.00 will be assessed if not provided within five (5) calendar days after initial 72-hour notice of request. An additional charge of \$500.00 will be assessed if not provided within ten (10) calendar days after initial 72-hour notice of request.

◆ A \$1,000.00 fine will be assessed for non-compliance of the Rules and Regulations in the following categories:

I. A \$1,000.00 fine per incident for violations of Section 11, 11.1 & 12 of the Rules and Regulations of the MLS with regards to unauthorized or improper use of any statistical reports, data or confidential comparable information as published weekly, monthly, quarterly, and/or annually by the Greater Northwest Indiana Association of REALTORS®.

J. A \$1,000.00 fine for permitting an unauthorized individual to access the MLS computer system by sharing their ID number and password.

K. \$1,000.00 fine per incident for failure to obtain authorization from the listing agent or office prior to entering any listing, including those on a GNIAR keybox.

- L. A fine of \$1,000.00 per incident will be levied to responsible GNIAR lockbox authorized user(s) who lend lockbox access credentials (i.e. SentiLock app credentials and/or SentiLock SentiCard credentials) to any person or persons under any circumstances.
- M. A listing in the Coming Soon-No Show status is prohibited from being shown prior to the 'On Market' date. This includes Open Houses, Broker Tours, etc. The following tiered fine structure will be assessed to the Listing Broker (Participant) for any showings of a listing while in the Coming Soon-No Show status:
 - **1st Offense:**
 - ✦ \$1,000 fine
 - **2nd Offense:**
 - ✦ \$2,500 fine
 - **3rd and Additional Offenses:**
 - ✦ \$5,000 fine and mandatory appearance by the Participant and Subscriber in front of the MLS Hearing Panel.

This tiered fine structure resets after 12 months have expired since the 1st Offense.

Section 7.3: ASSESSMENTS & THE MLS FEES:

- A. An MLS administrative transfer fee* will be assessed to all subscribers when transferring from one Participant's office to another or to a branch office within the same company. Participants must notify the MLS immediately when subscribers transfer to or from an office.
- B. An MLS staff input fee* per listing will be charged for MLS staff input. This fee will be assessed to all Participant offices, including on-line offices.
- C. An MLS additional image upload fee* per photo, plot or another scannable image will be charged for MLS staff input. This fee does not apply to the uploading of any photos taken by the GNIAR photographer, but rather, any additional images that staff is asked to scan and upload into the MLS system. This fee will be assessed to the Participant office.
- D. A non-sufficient fund (NSF) fee* will be charged for each non-sufficient funds (NSF) check received by The MLS. Failure to make restitution in original amount of NSF check plus pay NSF fees by money order, within five days of notification of NSF check by GNIAR/MLS accounting department, will result in the immediate termination of the MLS.
- E. An MLS photographer photo fee* per photo will be charged for those photos taken by the MLS photographer for a listing. This fee will be assessed to the Participant office. Each month, the Participant will be provided a list of the agents from his office requesting these photos along with the quantity requested per agent.

Section 7.4: MLS OF GNIAR PROCEDURES FOR FINE ASSESSMENTS:

All fines will be administratively assessed on behalf of the MLS utilizing a “Non-Compliance Fine” email notice. A copy of the notice will be e-mailed (if available) to the listing office, the listing agent, and to the Participant’s attention and a fine shall be imposed, as noted in the “Non-Compliance Fine” email notice. A copy of the “Non-Compliance Fine” email notice will be provided to the GNIAR Accounting Department.

- 1) Any MLS of GNIAR Participant or Subscriber may file a report with the Service by email addressed to “MLSCompliance@GNIAR.com and attaching supporting documentation, including, but not limited to a report from the Service’s Rapattoni website, SentiLock lockbox service and/or other related source, such as a listing agreement or purchase agreement. Additionally, any Participant or Subscriber may report a violation for a particular listing by utilizing the “Report Violation” feature included in the listing display. Any MLS of GNIAR Participant or Subscriber does not have to identify themselves to report a noncompliance of the MLS of GNIAR Rules and Regulations. If the party who is assessed a fine, requests a hearing before the MLS Hearing Panel, the member who filed the report with the Service will be added as a Complainant in the case.
- 2) MLS Staff will review complaint information by verifying information in the Service’s Rapattoni database, SentiLock lockbox service, or other submitted written documents regarding that listing, or a transaction regarding that listing. MLS of GNIAR Staff will send a “Non-Compliance Fine” email notice to the Participant in the offending office.
- 3) MLS Staff will verify that the correction was made within the timeframe indicated by the rule. If not corrected, the associated fine will be assessed. MLS Staff will report the number of assessed or waived fines to the MLS of GNIAR Board of Directors monthly.
- 4) Participants (principal/managing broker) have 30 days from the MLS “Non-Compliance Fine” email notice date to pay the fine in full and 20 days from the notice date to request a hearing per Section 9.1. The MLS will keep a file on fines assessed and will report to the GNIAR and MLS Board of Directors at their scheduled meetings a generic explanation of the information.
- 5) Failure of a Participant (principal/managing broker) to pay the fine will result in the suspension of all MLS related services until the payment has been received in full

Section 7.5: APPLICATION OF RULES TO SUBSCRIBERS. Subscribers shall include those persons affiliated with a REALTOR® Participant, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant, who may subscribe to the MLS, who may benefit the REALTOR® Participant and/or themselves individually, or otherwise have access to, or utilize the MLS whether on an occasional, infrequent or full-time basis. Subscribers and others authorized to have access to information published by the Service are subject to these Rules and Regulations and may be disciplined for violations thereof provided they have signed an agreement acknowledging that access to use of information of the Service is contingent on compliance with the Rules and Regulations. Further, failure of any MLS Subscriber to abide by the Rules and/or a sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant’s ultimate responsibility and accountability for all Subscribers affiliated with the Participant.

Section 7.6: CORRECTION OF DATA IN SOLD LISTINGS. MLS of GNIAR support staff will correct listing data on a closed transaction if reported to the service within ninety (90) business days of the closing date, in writing with the listing Participant's authorization. Selling/Listing Agent/Office within a closed listing discovered to be inaccurate beyond ninety (90) business days of the closing date will not be updated.

Once the listing is closed, all subsequent listing history is to remain intact and cannot be removed at the request of any third-party, homeowner or Participant/Subscriber. In addition, the required exterior photo must remain in the MLS compilation once a listing closes.

MEETINGS

Section 8: MEETINGS: The meetings of the Participants of the Service or the Board of Directors of the Service for transaction of business of the Service shall be held in accordance with the provisions of Article VII, Bylaws of the Service.

ENFORCEMENT OF RULES OR DISPUTES

Section 9: CONSIDERATION OF ALLEGED VIOLATIONS: The Board of Directors of the Service shall give consideration to all written complaints from Participants having to do with violations of the Rules and Regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors.

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

Section 9.1: VIOLATION OF RULES AND REGULATIONS: If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or a request for arbitration, it may be administratively considered and determined by the Board of Directors of the Service, and if a violation is determined, 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 the Association in accordance with the Bylaws and Rules and Regulations of the Greater Northwest Indiana Association of REALTORS[®], Inc. within twenty (20) days following receipt of the Directors' decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Directors within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS[®] for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS[®].

Section 9.2: COMPLAINTS OF UNETHICAL CONDUCT: All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Association of REALTORS[®] for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws.

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

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

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

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

Section 9.4 MLS Rules Violation: MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

CONFIDENTIALITY OF MLS INFORMATION

Section 10: CONFIDENTIALITY OF MLS INFORMATION: Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and users affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

Section 10.1: MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION: The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant and Subscriber agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant and Subscriber provides.

Section 10.2: ACCESS TO COMPARABLE AND STATISTICAL INFORMATION: Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the Service, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the Service including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of 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 unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

Section 10.3: PROVIDING “COMPARABLE” INFORMATION TO GOVERNMENT

AGENCIES AND OTHER ENTITIES: The Greater Northwest Indiana Association of REALTORS[®], Inc. is not required to provide its “comparable” report or other reports of statistical information to governmental agencies or other entities that do not hold Affiliate membership in the Association. However, the Greater Northwest Indiana Association of REALTORS[®], Inc. may, at its sole and exclusive discretion, provide such information for research or verification purposes to such agencies not holding Affiliate membership in the Association. The Greater Northwest Indiana Association of REALTORS[®], Inc. may, at its sole and exclusive discretion, also provide “sold-only” on-line access to the Service for research or verification purposes to governmental agencies or other entities. A fee may be charged to provide this information.

OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS

Section 11: By the act of submitting any property listing content to the MLS, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted compilation of the Multiple Listing Service of the Greater Northwest Indiana Association of REALTORS[®], Inc. and also in any statistical report on “Comparable” Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content

Section 11.1: All right, title, and interest in each copy of every MLS Compilation created and copyrighted by the Greater Northwest Indiana Association of REALTORS[®], Inc. and in the copyrights therein, shall at all times remain vested in the Greater Northwest Indiana Association of REALTORS[®], Inc.

Section 11.2: Each Participant shall be entitled to lease from the Greater Northwest Indiana Association of REALTORS[®], Inc. a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay, for each such copy; the rental fee set by the Association.*

Participants shall acquire by such lease only the right to use the MLS Compilations in accordance with these Rules.

- * The term MLS Compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including, but not limited to, bound book, loose-leaf binder, computer database, card file, or any other format whatever.
- ** This section should not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling or appraising the types of properties which are required to be filed with the MLS, and who does not, at any time, have access to nor use of the MLS information or MLS facility of the Association.

USE OF COPYRIGHTED MLS COMPILATIONS

Section 12: DISTRIBUTION: Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Greater Northwest Indiana Association of REALTORS[®], Inc. and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the Service. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by an Association Multiple Listing Service where access to such information is prohibited by law.

Section 12.1: DISPLAY: Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS Compilation.

Section 12.2: REPRODUCTION: Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the Multiple Listing Service compilations, and distribute to prospective purchasers, a reasonable* number of single copies of property listing data contained in the compilations of the Greater Northwest Indiana Association of REALTORS[®], Inc. which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their affiliated licensees, be interested.

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

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

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

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

LIMITATIONS ON USE OF MLS INFORMATION

Section 13: LIMITATIONS ON USE OF MLS INFORMATION: Use of information from the Service compilation of current listing information, from the statistical report, or of the Greater Northwest Indiana Association of REALTORS[®], Inc. from any “sold” or “comparable” report of the Association or MLS for public mass-media advertising by a Participant of the Service or in other public representations may not be prohibited.

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

“Based on information from the Greater Northwest Indiana Association of REALTORS[®], Inc. Multiple Listing Service for the period _____ through _____.”

Section 13.1: APPROPRIATE USE OF THE PUBLIC SIDE OF GNIAR/MLS WEB SITE:

Participants and Subscribers to the Service are allowed to frame the www.gniarmls.com web site on their franchise, company and/or personal web sites. It is also acceptable for Participants and Subscribers to the Service to place a link from a franchise, company and/or personal web site to the www.gniarmls.com web site.

Section 13.2: APPROPRIATE USE OF GNIAR/MLS WEB SITE URL IN ADVERTISING:

It is acceptable to use either www.gniarmls.com or www.NWIisCallingyouHome.com in franchise, company and/or personal advertising or marketing pieces, using any media. It is not appropriate to use the Northwest Indiana Is Calling You Home logo, the phrase “Northwest Indiana Is Calling You Home” or “NWI Is Calling You Home” in any franchise, company and/or personal advertising or marketing pieces, using any media.

CHANGES IN RULES AND REGULATIONS

Section 14: CHANGES IN RULES AND REGULATIONS: Amendments to the Rules & Regulations of the Service shall be by consideration and approval of the Board of Directors of the Multiple Listing Service, in accordance with the provisions of Article 11 B, of the Bylaws of the Service, subject to final approval by the Board of Directors of the Greater Northwest Indiana Association of REALTORS[®], Inc. (Shareholder).

INTERNET DATA EXCHANGE (IDX) DEFINED

SECTION 15: INTERNET DATA EXCHANGE (IDX) DEFINED:

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

15.1: AUTHORIZATION: Participants’ consent for display of their listings by other Participants pursuant to these rules and regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant’s listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listing on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

15.2: PARTICIPATION: Participation in IDX is available to all MLS Participants who are REALTORS[®] who are engaged in real estate brokerage and who consent to display of their listings by other Participants.

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

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

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

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

15.2.5: Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours.

15.2.6: Except as provided in the IDX policy and these rules, an IDX site or a Participant or Subscriber operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

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

15.2.8: Any IDX display controlled by a Participant or subscriber that:

- a. allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 15.2.9, a Participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

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

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

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

15.2.12: All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc. of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

15.3: Listings obtained through IDX feeds from Realtor® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

***Note:** An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display.

15.4: Display of expired and withdrawn listings is prohibited.

15.5: BROKERAGE SERVICES: Means duties performed by a "broker" meaning any person, partnership, or corporation, who holds a valid broker's license issued by the Indiana Professional Licensing Agency. A person who, for consideration: sells, buys, trades, exchanges, options, leases, rents, manages, lists, refers or appraises real estate or negotiates or offers to perform any of those acts.

15.6: UPDATE FREQUENCY: Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. GNIAR MLS strongly encourages you to update your display with fresh IDX data DAILY. In the event you choose to update less frequently than daily, GNIAR MLS requires you to place a disclaimer on your web site indicating the last update date or at least the frequency of update. See Section 7 of the IDX Manual for a sample disclosure of this type.

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

15.7: IDX ICON: The GNIAR MLS-approved icon and an explanation that those properties marked with the icon are provided courtesy of the Multiple Listing Service of the Greater Northwest Indiana Association of REALTORS®, Inc. IDX Database must appear on the first page where any listing data is displayed. See section 7 of the IDX Manual for sample disclosure language. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application.

15.8: DISCLAIMER NOTICE: Each page where the listing data is displayed shall include the disclaimer, “Information Deemed Reliable But Not Guaranteed.” **Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application.**

15.9: COPYRIGHT NOTICE: A copyright notice must be displayed on each page where listing data is displayed. See Section 7 of the IDX Manual for required copyright language. **Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application.**

15.10: SCRAPING: If a Participant or Subscriber suspects “scraping” of the data has occurred, the suspicion and any evidence must be reported to the GNIAR MLS immediately for investigation and action.

15.11: DATA CORRECTIONS/VIOLATIONS: A Participant or Subscriber must make changes to an Internet site necessary to cure a violation of GNIAR MLS’s Rules and Regulations within five business days of notice from GNIAR MLS of the violation. A Participant or Subscriber may also be subject to a fine from the GNIAR MLS. An alleged violation of the IDX Rules will be processed consistent with the procedures in Sections 9 and 9.1.

GNIAR MLS reserves the right to discontinue the data feed received by a Participant or Subscriber without further notice if they do not comply with the data correction rules.

15.12: THIRD PARTY AGREEMENTS: Any Participant or Subscriber using a third party to develop/design its web site will have a written agreement with that third party in the form prescribed by GNIAR MLS.

15.13: IDX WEB SITES FOR AGENTS: The following outlines the guidelines by which an agent can have a IDX web site:

1. The agent’s brokerage firm must be contributing its listings to the program.
2. The agent can access the Broker Reciprocity IDX database via one of three methods:
 - a. The agent’s web site can frame or “gateway” into the brokerage’s web site. That is, the IDX data is hosted on the brokerage’s web site. The agent’s brokerage firm must have a IDX web site of its own.
 - b. The agent’s web site can utilize the GNIAR MLS smart framing option. That is, the IDX data is hosted on the GNIAR MLS web site.
 - c. The agent’s website can utilize the GNIAR MLS RETS data feed. That is, the IDX data is hosted on the agent’s web site.
3. The agent may “co-brand” the web site so that he/she shares branding with his/her broker.
4. The agent must have the brokerage’s written permission to have a Broker Reciprocity IDX web site and the brokerage’s written approval for the method of data access (i.e. framing the brokerage web site vs. GNIAR MLS smart framing vs. GNIAR MLS RETS data feed).
5. The agent must submit a copy of the brokerage’s written permission to GNIAR MLS along with the agent’s Broker Reciprocity IDX web site address before the agent’s Broker Reciprocity IDX web site can be activated.
6. Any agent using a third party to develop/design its web site will have a written agreement with that third party in the form prescribed by GNIAR MLS.

The agent’s web site must retain the brokerage’s branding at all times. This will frequently mean the brokerage’s banner appears at the top of every page. In accordance with state law, the brokerage’s branding must be larger than the agent’s branding.

VIRTUAL OFFICE WEBSITES (VOWs)

Section 16: VIRTUAL OFFICE WEBSITES (VOWs)

Section 16.1: VOW DEFINED

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

(b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated nonprincipal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

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

(d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 16.2: (a) The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

Section 16.3: (a) Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

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

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

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

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

- (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- (ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
- (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- (iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
- (v) That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

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

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

Section 16.4: A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 16.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

Section 16.6: (a) A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

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

Initials of Seller

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

Section 16.7: (a) Subject to subsection (b) below, a Participant's VOW may allow third-parties:

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

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 16.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 16.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 16.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 16.10: Except as provided in these rules, the National Association of Realtors® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 16.11: A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 16.12: A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property.

Section 16.13: A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 16.14: A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

(**Note:** Adoption of Sections 16.15 –16.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on Participants' use of MLS Listing Information in providing brokerage service through all other delivery mechanisms.)

Section 16.15: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

a. Expired and withdrawn listings.

Note: Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

b. The compensation offered to other MLS Participants.

c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

Section 16.16: A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

Section 16.17: A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 16.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 16.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

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

Section 16.20: A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

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

Section 16.21: A Participant may display advertising and the identification of other entities ("cobranding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 16.22: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 16.23: A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 16.24: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 16.25: Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

Appendix A of the GNIAR MLS Rules & Regulations

Status Definitions

- A. **Active** – The listing is on market, available for showings, and an offer has not been accepted.
- B. **Deal Fell** – This now becomes and Active listing. If an Active Under Contract or Pending listing falls through and a status change is made to Deal Fell and then to Active, the MLS system will reflect the status from inactive to active. It is now available for sale again.
- C. **Active Under Contract** – An offer has been accepted by the listing is still on the market.

NOTE: This applies ONLY to the ‘Limited Purchase Contingency Right’ purchase agreement addendum (IAR Form 23) – If the purchase agreement includes a ‘Limited Purchase Contingency Right’ addendum, the addendum needs to be reported, as mandated in the NAR Code of Ethics, by selecting the LP-Limited Purchase Contingency Right’ checkbox in the Limited Purchase field on the listing’s revise status information screen. The listing is to remain in the Active status

- D. **Withdrawn (WITH)** – The listing has been withdrawn from the market, but a contract still exists between the seller and the listing member. Withdrawn does not represent any intention of returning to market or not.
- E. **Canceled** – This is an inactive status. This should ONLY be used when the seller, broker and its listing agents release each other from all rights, duties and liabilities in respect to the listing contract. Contract is terminated.
- F. **Pending** – An offer has been accepted but the listing is no longer on the market.
- G. **Sold** – This is an inactive status and is only reported upon the closing of the transaction
- H. **Leased** – The lease agreement has been executed.

Appendix B of the GNIAR MLS Rules & Regulations

Definitions and Rules for Proper Data Input on the GNIAR-MLS Input Sheet

Miscellaneous Definitions

Real Estate Owned (REO) – Real property held as an asset on the books of a lender, mortgage investor, insurer, or guarantor. Most of this inventory has been acquired in the course of foreclosing or forfeiture of mortgage loans.

Classifying Types of Homes

"Design" refers to the *interior relationships* between the various levels of the home.

Examples: Ranch, Bi-level, Tri-level, Quad-level, 1.5 Story/Cape Cod, Two Story, etc.

"Style" refers to *exterior look* of the home.

Examples: Victorian, Spanish, English Tudor, Georgian, Colonial, etc.

Levels & Basements

"Main Level" (M) is the *first level above grade* and is usually where you enter the home.

"Upper Level" (U) is the level *above* the Main Level.
(*Note:* Bi-levels have only two levels a Main and a Lower, **NOT** an Upper & Lower.)

"Lower Level" (L) is *below* the Main Level and is usually *partially* below the grade.
(*Note:* some Bi-levels and Quad levels have their lower levels *at grade level*.)

"Basement" (B) is *below* the Main Level of the home *and* is **more than 50%** below grade.
(*Note:* A Walkout-Basement is a basement, which has *at least* one side where the floor is at grade level *and* has exterior access to grade level.)

Square Footage

All such measurements should be taken from the *exterior* and include the *main structure only*. This *excludes* garages, patios, etc. All measurements must be made to reflect outside dimensions. For areas that cannot be measured from the outside, take inside measurements and make additions to adjust for thickness of exterior walls. (*One exception:* if the home is a condominium, then measurements are taken on the interior in "paint to paint" manner.)

"Total Square Footage" for the GNIAR/MLS is defined as the total square footage in the home (both *finished and unfinished*) for all levels **including** the square footage in basements. It is called "Total All Levels Finished + Unfinished" in the square footage grid on the *rear* of the MLS input form. That is the number that is auto-calculated by the MLS system and auto-populated to the "Tot. All Lvl. Fn+Ufn" field which displays on the 'Listing Detail' page within the MLS system.

Finished porches, breezeways, (insulated, heated, glazed, designed for year-round living) etc., are to be included in finished square footage at the appropriate level. **All areas above grade** included in the **finished square** footage **must** have all walls, plus the ceiling and floor **totally finished**. (Note: bare or painted concrete floors and masonry walls **cannot** be considered as finished.) To be counted in the finished square footage, that area **must** also have a heat duct, or other permanent heating system sufficient to allow the space to be utilized year-round.

Basement square footage shall be considered finished if it includes all of the following elements:

- finished floors and walls (i.e. painted, stained, polished, or sealed)
- electrical outlets and lighting
- a heating system that would allow the space to be utilized year-round

Basement, Crawl or Slab?

Where the MLS input form asks "**Y or N for Basement, Crawl or Slab**", the question is: What is **under** the Main Level of the house? Thus, for a **Bi-level** the answer is "**NO**" *for all*, because a Bilevel has a Lower Level under the Main Level. For a **Tri-level** there are **ONLY two (2)** possible answers: **Slab or Crawl**. (If a Tri-level had a basement under the main level it would not be a Tri-level, it would be a Quad Level.) **Ranches, 1.5 Stories and Two Stories** could have a Basement *or* a Crawl space under them, *or* sit directly on a Slab.

GNIAR/MLS Guidelines for Measuring Square Footage

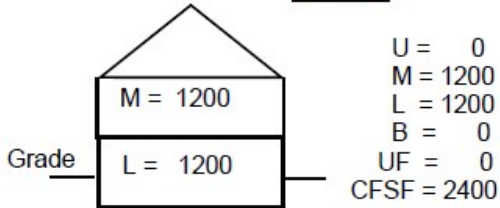
U = Upper Level Finished SF **M** = Main Level Finished SF **L** = Lower Level Finished SF

B = Basement Level Finished SF **UF** = Unfinished SF

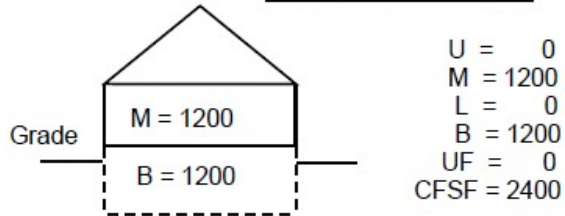
CFSF = Combined Finished Sq. Footage **INCLUDING** finished sq. ft. in the Basement

Tot. All Level Finished + Unfinished SF (Auto-Calculated by the MLS system)

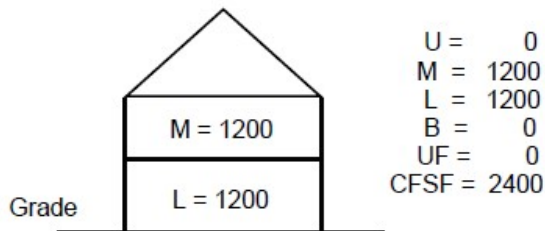
Bi-Level



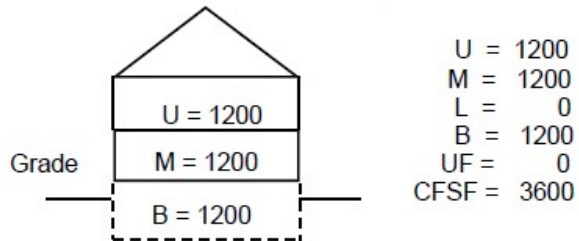
Ranch (w/ basement)



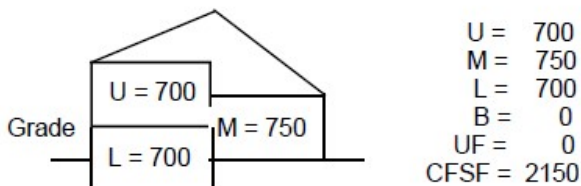
Bi-Level (on grade)



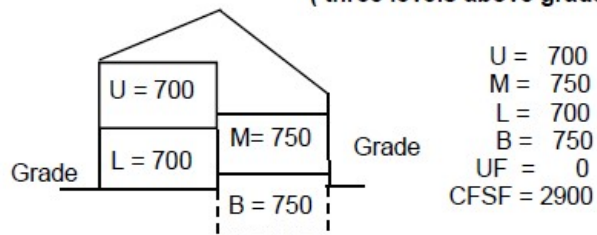
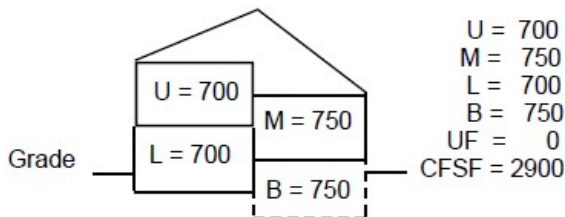
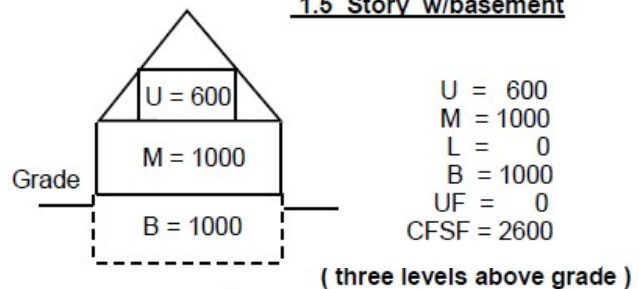
Two Story w/ basement



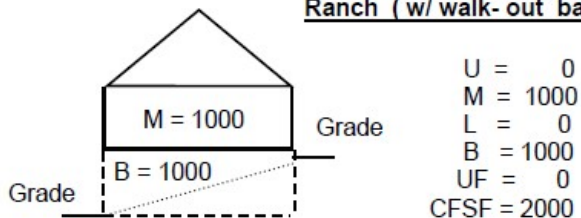
Tri-Level



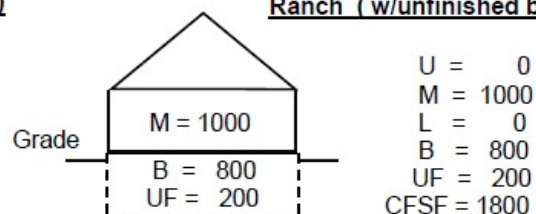
1.5 Story w/basement



Ranch (w/ walk-out basement)



Ranch (w/unfinished basement)



(10/03/11)

Appendix C of the GNIAR MLS Rules & Regulations

MLS of GNIAR Keybox Service Operational Procedures

Effective 4/14/99, Revised January 2022

Section 1: OWNERSHIP: The Keybox service (“Lockbox Service”) is designated as a service of the Multiple Listing Service of the Greater Northwest Indiana Association of REALTORS[®], Inc. (“MLS”). Keyboxes are the exclusive property of the MLS.

Keyboxes are leased to MLS Participants who agree to the terms of the leasing program by completing the Bluetooth[®] REALTOR[®] Lockbox Series Sublease Agreement for SentiLock System (“SentiLock Lockbox Sub-Lease Agreement”).

SentiLock’s SentiCard and SentiSmart lockbox access software is leased to: MLS of GNIAR Participants, Subscribers, select Greater Northwest Indiana Association of REALTORS[®] (“GNIAR”) Affiliate Members and select LaPorte County Association of REALTORS[®] (“LPCAR”) Affiliate Members.

Section 2: USE OF LOCK BOXES: Keyholders are authorized to access the Lockbox Service, upon execution of the SentiSmart[™] and SentiCard Software Sub-Lease/License Agreement and payment of activation and lease fees as determined by the MLS of GNIAR Board of Directors. The MLS may authorize, at its discretion, unlicensed employees of a participating firm (Office Lockbox Administrators), who are under the direct supervision of a Participant, to hold Lockbox Service credentials on the same terms and conditions as the Participant. Use of the Lockbox Service is strictly voluntary.

Section 3: PERMISSION TO ENTER:

1. Keyholders must contact the listing Participant, their representative, or office to disclose their agency status and to arrange appointments to enter property listed with the MLS even if the property has a keybox affixed to it, unless the listing Participant or their representative has given specific permission (through information published in the MLS or otherwise) to allow entry to the property without first contacting the listing Participant, or their representative or office.
2. Failure to obtain authorization from the listing Participant, their representative, or office prior to entering any listing, including those utilizing a GNIAR keybox or a keybox provided by a REALTOR[®] Association/MLS offering reciprocal access credentials, will result in a \$1,000.00 fine per incident.

Section 4: SECURITY REQUIREMENTS: Users of the Lockbox Service shall be required to subscribe to the security requirements outlined below:

1. Entry device utilized by the Lockbox Service shall be non-duplicative.
2. All SentiCards used by the Lockbox Service shall be obtained from the original manufacturer (i.e. SentiLock).

3. Entry devices shall not be utilized by anyone other than the Keyholder.
4. Lost and/or stolen SentiCards should be reported to the service within twenty-four (24) hours. A replacement fee equal to the current published price, plus tax and shipping, will be incurred in addition to an activation fee*.
5. The MLS will maintain a current record of all devices (i.e. SentiCards) and keyboxes issued by the MLS and those in inventory.
6. An audit of all SentiCards and keyboxes shall be conducted by the MLS on an annual basis, in the event of a compromise to the security of the system, or at the discretion of the MLS of GNIAR Board of Directors. The MLS may also conduct random audits of individual Keyholders for any reason, provided a forty-eight (48) hour written notice of such an inspection is issued in advance to the Keyholder(s).
7. All Keyholders shall be required to pay a non-refundable activation fee* for each entry device issued by the service (i.e. SentiCard).
8. A fine of \$1,000.00 per incident will be levied on Keyholders who lend entry devices to any person or persons under any circumstances. An alleged violation of the IDX Rules will be processed consistent with the procedures in **Sections 9 and 9.1** of the MLS of GNIAR Rules and Regulations.

Section 5: PERMISSION OF SELLER: Keyboxes may not be placed on a property without the written authority of the seller. This authority shall be established in the listing contract. Inclusion in MLS compilations is not a required condition of placing a Keyboxes on listed property.

Section 6: INDEMNIFICATION: Keyholder covenants and agrees to indemnify and hold the MLS of GNIAR, GNIAR and/or the Participating Associations/Boards and their officers, directors and employees of MLS of GNIAR, GNIAR and/or Participating Association/Boards harmless from any and all liability, claims, causes or actions, suits, obligations, or demands against MLS of GNIAR, GNIAR and/or the Participating Associations/Boards as a result of Keyholder's loss or use of the entry device or keybox including, but not limited to, attorney's fees incurred and/or the Participating Associations/Boards as a result of damage or injury to premises or persons arising out of the use by keyholder or by any other person who has possession of the entry device or keybox.

Section 7: REIMBURSEMENT OF EXPENSES: Keyholder agrees to reimburse MLS of GNIAR for any and all expenses incurred by MLS of GNIAR attempting to recover the SentiCards and related equipment or keybox(es) from Keyholder or to enforce or interpret any of the provisions of this agreement. Keyholder agrees to pay all costs and expenses incurred by MLS of GNIAR, together with reasonable attorney's fees with respect to enforcing the terms and provisions of this agreement.

Section 8: KEYBOX SERVICE FEES:

Only MLS of GNIAR Participants, Subscribers and select GNIAR and/or LPCAR Affiliate members (as defined in Section 8.2 below) are eligible to obtain SentiLock's SentiCard and SentiSmart™ app ("keyholder") credentials. Keyholder service fees are as follows:

1. **MLS of GNIAR PARTICIPANTS AND SUBSCRIBERS**

SentriCard® and SentriSmart™ app - MLS of GNIAR Participants and Subscribers shall be eligible to obtain SentriCards upon signature on and adherence to the SentriSmart™ and SentriCard Software Sub-Lease/License Agreement according to the following fee structure: A non-refundable activation fee* is due upon receipt. The user fee*, billed quarterly, includes the use of SentriCard and the SentriSmart app.

*See attached Appendix E: MLS Fee Schedule

2. **GNIAR/LPCAR AFFILIATE MEMBERS:**

SentriCard and SentriSmart™ app credentials: Only the following types of GNIAR/LPCAR Affiliate members shall be eligible to obtain SentriCards and SentriSmart™ credentials:

- Licensed Home Inspectors licensed by the Indiana Professional Licensing Agency
- Licensed Radon Inspectors licensed by the Indiana Professional Licensing Agency
- Licensed Certified Commercial Pest Control Applicator or Registered Technician working under the direct supervision of a Licensed Certified Commercial Pest Control Applicator licensed by the Office of the Indiana State Chemist in the following categories:
 - Category 7a - Industrial, Institutional, Structural, and Health Related Pest Management
 - Category 7b – Termite Control
 - Category 7d – Fumigation
 - Category 12 – Wood Destroying Pest Inspection
- Certified Septic Inspector/Installer certified by the Indiana Onsite Wastewater Professional Association (IOWPA)

Eligible GNIAR and/or LPCAR Affiliate members, upon signature on and adherence to the SentriSmart™ and SentriCard Software Sub-Lease/License Agreement, will be billed according to current MLS Fee Schedule (Appendix E of the MLS of GNIAR Rules & Regulations). Note: Annual lease fees will be pro-rated monthly the first year. A copy of proof of insurance bonding must be provided to the service each year upon payment of the annual lease fees.

3. **KEYBOXES:**

(a) All keyboxes used in the Lockbox Service shall be leased to MLS Participants only. Keyboxes shall be issued to provide MLS Participants with enough keyboxes to accommodate the their keybox needs for all Active, Active Under Contract, Deal Fell Through, and Pending status listings, excluding vacant land, that all of their offices combined have submitted to the MLS. When a listing is released from one managing broker to another, the keybox reported to be associated with the transferred listing will also be released to the new associated MLS Participant as part of the listing transfer process.

In addition, a MLS Participant will be provided an additional number of keyboxes, for all of their offices combined, equal to an amount determined from the following table:

<u># of Qualifying Listings for all Offices</u>	<u># of Additional Keyboxes</u>
0	3
1 to 19	5
20 to 29	10
30 plus	20

Example #1: If you (MLS Participant) have zero (0) Active, Active Under Contract, Deal Fell Through, and Pending status qualifying listings for all of your offices combined, the policy entitles you to three (3) keyboxes - giving you a total of three (3) keyboxes for all of your offices.

Example # 2: If you (MLS Participant) have one (1) to 19 Active, Active Under Contract, Deal Fell Through, and Pending status qualifying listings for all of your offices combined, the policy entitles you to an equal number of keyboxes for each qualifying listing plus an additional five (5) keyboxes for all of your offices combined.

Example #3: If you (MLS Participant) have 20 to 29 Active, Active Under Contract, Deal Fell Through, and Pending status qualifying listings for all of your offices combined, the policy entitles you to an equal number of keyboxes for each qualifying listing plus an additional 10 keyboxes for all of your offices combined.

Example #4: If you (MLS Participant) have 30 plus Active, Active Under Contract, Deal Fell Through and Pending status qualifying listings for all of your offices combined, the policy entitles you to an equal number of keyboxes for each qualifying listing plus an additional 20 keyboxes for all of your offices combined.

(b) Participating offices shall return keyboxes to the GNIAR office within two (2) business days of written notification from the MLS when their office keybox inventory exceeds the maximum number of keyboxes allowed per subsection 6(a). Failure to return keyboxes to the MLS within the prescribed timeframe shall result in deactivation of all entry devices (e.g. SentiCards) issued to the office (e.g. Participant; Subscribers; Office Lockbox Administrator (Office Staff)).

(c) No keyboxes shall be issued to the Participant of a participating office until the Participant completes a Bluetooth® REALTOR® Lockbox Series Sublease Agreement for SentiLock System provided by the Service. All keyboxes issued by the MLS are covered during the term of the lease period from mechanical defects through a blanket maintenance agreement provided by the Service.

4. FORMS OF PAYMENT:

Payment for keybox service fees shall only be by personal or company check, cashier's check, or money orders made payable to the MLS of GNIAR or by major credit card. No cash payments accepted.

Section 9: VIOLATIONS OF THE OPERATIONAL PROCEDURES: The service may issue a series of fines for violations of any of the provisions of the Operational Procedures of the MLS of GNIAR, not to exceed \$5,000.00 per violation. Alleged violations shall be investigated and the MLS of GNIAR Board of Directors shall determine disciplinary action. Additionally, disciplinary action may include filing a formal complaint with the Grievance Committee for an alleged violation of the NAR Code of Ethics.

Appendix D of the GNIAR MLS Rules & Regulations

Manufactured Home Information Sheet

Effective 4/26/06

Currently our MLS Data input sheet has a separate category for Mobile Homes and then a combined category for modular and manufactured homes. There seems to be much confusion on how to categorize these three types of homes.

The number one question in determining which type of home it happens to be is to ascertain what building code it was built to.

Mobile Home – These homes are factory-built homes prior to 6/15/76. They were built to voluntary industry standards.

June 15, 1976 – The HUD Code for Manufactured Homes went into effect. After that date, factory-built homes are built either to the Federal HUD Code or to local, state and regional building codes.

Factory-built homes, which were built after 6/15/76 and conform to the HUD Code, are called **“Manufactured Homes”**.

Factor-built homes that are built after 6/15/76 according to state, local and regional building codes are called **“Modular Homes”**.

The proper determination of **Modular vs. Manufactured** is critical because it can impact what type of financing is available for the home and it will help the appraisers turn out more accurate appraisals, by being able to find the appropriate category of a comparable home.

- 1) If it is a factory-built home built to the HUD building code it will have what is called a **“HUD Tag”**. The “HUD Tag” is a metal tag approximately 2” x 4” which is affixed to the outside of the manufactured home. If the home came to the site in two sections, it will have two such tags with slightly different numbers. The tags are affixed to an exterior corner at the lower part of that corner. (Sometimes the tags have been removed or covered up by new siding.) Some types of financing require proof of the “HUD Tags”. When new, the tags are red with white or silver letters that could be faded. They contain a serial number made of up numbers and letters (typically a total of 10 characters).
- 2) In addition to the “HUD Tag” on the exterior, the manufacturer will have also provided a “Data Plate/Compliance Certificate” (DPCC) inside the home. The DPCC is usually a plastic coated sheet of white paper. It typically has the name and address of the manufacturing plant, the date of manufacture, the serial number and information relative to the wind zone, snow load zone and insulation for which the unit was designed (Example: If the unit was manufactured for use in Florida, it may not be suitable for NWI).

Likely, the DPCC is found inside a kitchen cabinet door, inside the electrical service panel door, on a wall above the inside of a closet door or the master bedroom closet. If the home came to the site in two sections, it will have a separate DPCC for each section.

There used to be a fairly reliable “rule of thumb” that if the home had a metal chassis underneath it was a Manufactured Home. If it didn’t, then it wasn’t. That method is no longer reliable since some manufactured homes have been built without the metal chassis.

Appraisers typically photograph the HUD Tags outside and the DPCCs inside, for proof of determination. It would be a good practice for real estate agents to do the same.

(Note: According to the appraisers on the Task Force, who see these modular and manufactured homes all the time, the consensus was that in the NWI marketplace, about 95% of the factory-built homes are Manufactured and the other 5% are Modular.)

If a factory-built home was built after 6/15/76 according to state, local and regional building codes it is called a “**Modular Home**”. It may or may not have some type of modular home certificate.

However, if it is built to the HUD building code or has the “HUD Tag(s)” or the (DPCC) it is not a Modular Home.

Appendix E of the MLS of GNIAR Rules & Regulations

MLS FEE SCHEDULE

Effective January, 2016; Revised December 2018

Entry Device Activation Fee	\$	30.00
Affiliate Member Entry Device Lease Fee (<i>annual</i>)	\$	260.00
Office Assessment (<i>monthly</i>)	\$	50.00
Office Application Fee	\$	1,000.00
Office Late Fee	\$	25.00
Office Reinstatement Fee	\$	250.00
User Reinstatement Fee	\$	25.00
User Fee (quarterly).....	\$	125.00
• SentiSmart & SentiCard (<i>incl. in user fee</i>)	\$	N/C
MLS Administrative Transfer Fee	\$	10.00
MLS Staff Input Fee	\$	25.00
MLS Additional Image Upload Fee	\$	5.00
Non-Sufficient Fund (NSF) Fee	\$	35.00