



Southwest Iowa Association of Realtors®

Multiple Listing Service Rules & Regulations

AUGUST 12, 2024

SOUTHWEST IOWA ASSOCIATION OF REALTORS
500 South 8th St., Council Bluffs, Iowa 51501

-

SIGNATURE INDICATES I HAVE READ THE MLS RULES & REGULATIONS.

_____ DATE _____

Multiple Listing Service (MLS) Defined

A multiple listing service is a means by which cooperation among Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. (Amended 8/24) **M**

Definition of MLS Participant:

Any REALTOR® of this or any other association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in multiple listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.* However, under no circumstances is any individual or firm, regardless of membership status, entitled to multiple listing service membership or participation unless they hold a current, valid real estate broker's license and cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.** Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. 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. (Amended 8/24)

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperate means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, share information on listed property and make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

*Optional qualifications which may be adopted at the local association's discretion: Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval within thirty (30) days after access has been provided. (Amended 11/96)

Associations are not required to establish prerequisites for MLS participation beyond holding REALTOR® (principal) membership in an association. However, if the association wishes to establish these requirements for MLS participation or for access to MLS-generated information, the requirement of attendance at an orientation program is the most rigorous requirement that may be established. (Amended 2/94)

**Generally, associations of REALTORS®, when there is more than one principal in a real estate firm, define the chief principal officer of the firm as the MLS Participant. If each principal is defined as a Participant, then each shall have a separate vote on MLS matters. Brokers or salespersons other than principals are not considered Participants in the service, but have access to and use of the service through the principal(s) with whom they are affiliated.

The key is that the Participant or potential Participant actively endeavors to cooperate with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a "Virtual Office Website" (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants. **M**

Subscribers (or users) of the MLS: *(SWIAR)* include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with Participants. Subscribers also include affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers who are under the direct supervision of an MLS Participant or the Participant's licensed designee.

All REALTOR® members of the Southwest Iowa Association of REALTORS®, Inc. are governed by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®. However, not all "Subscribers" or "users" of the association's MLS are necessarily REALTOR® members. *(SWIAR)*

Unauthorized Use of MLS Account and Password: *(SWIAR)* No person shall permit the private access password assigned to them to be used by any person other than an individual who currently has a private access password to the MLS issued to them. *(6/1/22)*

Special Issuance of MLS Account and Password: *(SWIAR)* Office personnel and personal assistants who have been approved by the Participant of an office may be issued a private access password to the database upon the Participant registering such individual with the MLS. *(6/1/22)*

LISTING PROCEDURES

Section 1. Listing Procedures: Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the service area (Iowa) of the multiple listing service, and are taken by Participants on an exclusive right to sell listing form shall be delivered to the multiple listing service within one business day after all necessary seller(s) signatures have been obtained: *(Amended 11/17)*

- (a) Single family homes for sale or exchange.
- (b) Vacant lots and acreage for sale or exchange.
- (c) Two-family, three-family, and four-family residential buildings for sale or exchange.
- (d) Commercial. *(SWIAR)*
- (e) Farms. *(SWIAR)*

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

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

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperate with other Participants of the multiple listing service acting as subagents, buyer agents, or both. (Amended 8/24)

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

The different types of listing agreements include:

- exclusive right-to-sell
- exclusive agency
- open
- 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. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. (Amended 8/24)

The **exclusive right-to-sell** listing is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property. (Amended 8/24)

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperate with other brokers in the sale of the property but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. (Amended 4/92)

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

Note 2a: (SWIAR) Mobile homes, manufactured homes, and any other type of dwelling that is on leased land shall not be allowed to be listed with the Multiple Listing Service unless the dwelling is part of the land for real estate tax assessment and permission is obtained from the Committee of the Multiple Listing Service.

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

Section 1.1.01 Clear Cooperation: Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19) **M**

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

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

Section 1.2 Detail on Listings Filed with the Service: A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **R**

Section 1.2.0 Accuracy of Listing Data: Participants and Subscribers are required to submit accurate listing data and required to correct any known errors. (NAR 1/21) **M**

Section 1.3 Exempt Listings: If the seller refuses to permit the listing to be disseminated by the Service, the REALTOR® may then take the listing (office exclusive) and such listing shall be filed with the Service but not disseminated to Participants. Filing of the listing must be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

Note 1: Section 1.3 is not required if the service does not require all (*indicate type[s] of listing[s] accepted by the service*) listings to be submitted by a Participant to the service.

Note 2: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation **M**

Section 1.4 Change of Status of Listing: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within one business day (excepting weekends, holidays and postal holidays) after the authorized change is received by the listing broker. **R**

Section 1.4.1 (SWIAR) When a foreclosure, Non Profit, or corporate entity with a board of directors/committee or legal representative has stopped receiving offers a the property but has not selected an offer to either accept or counter, the agent must notate this in the first sentence of the public remarks in the MLS. (Added 4/9/24)

Section 1.5 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. (Adopted 11/96) **M**

Section 1.6 Contingencies Applicable to Listings: Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. **R**

Section 1.7 Listing Price Specified: The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction. (Amended 11/92) **M**

Section 1.7.1 (SWIAR): Auction Listings: Listings of properties for sale by auction must include "Auction" in the first photo and the first line of the public remarks must include that it is subject to auction and the auction date. (6.1.22)

Section 1.8 Listing Multiple Unit Properties: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of the listed property has been sold, proper notification should be given to the multiple listing service. ○

Section 1.9 No Control of Commission Rates or Fees Charged by Participants: The multiple listing service shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, the multiple listing service shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants or between Participants and nonParticipants. M

Section 1.10 Expiration of Listings: Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. (Amended 11/01)

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

Section 1.11 Termination Date on Listings: Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller. M

Section 1.12 Service Area: Only listings of the designated types of property located within the Service Area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's Service Area will (or will not) be accepted if submitted voluntarily by a Participant, but cannot be required by the service. (Amended 11/17)

Note: Associations must choose whether the service will accept listings from beyond its service area into the MLS compilation. (Amended 11/17) M

Section 1.13 Listings of Suspended Participants: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, 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 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. M

Section 1.14 Listings of Expelled Participants: When a Participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, 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 MLS by the expelled Participant 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 MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for

failure to pay appropriate dues, fees or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients. **M**

Section 1.15 Listings of Resigned Participants: When a Participant of the service resigns from the MLS, the MLS is not obligated to provide MLS 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. **O**

Section 1.16 Property Addresses: At the time of filing a listing, Participants and Subscribers must include a property address available to other Participants and Subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (*Amended 05/21*) **M** (*Added 1/22*)

Section 1.17 (SWIAR) Each Participant is responsible for the correctness and completeness of the listing. Upon notification of an error, listing Participant shall correct the listing within 1 business day. If error is not corrected, an incomplete listing fine may be assessed.

- a. Each listing will have an exterior photo attached.
- b. Each Participant uploading their own listing is responsible for uploading the photo upon completion of the data uploaded.
- c. Photo: An agent cannot use the photos (the Work) a prior agent took to promote the property. That agent has the right to control the reproduction and use of the photograph(s), including the right to deny others the right to reproduce or use the Work. Other real estate companies or agents who desire to utilize such photographs will need to obtain the permission of the author of that Work.
- d. Main Photo must be a front view of subject property. A true photo or accurate representation of the subject property shall be uploaded at time of listing.
- e. All listings in the database without a photo attached will be considered incomplete.
- f. A fully executed Seller's Disclosure document must be uploaded at the time of listing. (In the event of a foreclosure listing, agent is required to upload a document stating "Exempt due to foreclosure") (*Revised 2.15.23*)
- g. A fully executed Lead Based Paint disclosure (if required) must be uploaded at the time of listing. (In the event of a foreclosure listing, agent is required to upload a document stating "Exempt due to foreclosure") (*Revised 2.15.23*)
- h. Property description: An agent cannot use the description (the Work) or close to the same verbiage that a prior agent used in describing the subject property. (*Amended 6/1/22*)
- i. If property is being virtually staged, it is to be disclosed in the public remarks and on each staged photo. Both staged and un-staged photos of the staged room are required. (*Added 5/15/23*)

Section 1.18 (SWIAR) No-Show/ Coming Soon Rule: Listings available for showing within 7 calendar days of the list date when input in the MLS system shall be entered with the "Active" status.

- a) Showing information for listings not immediately available for showing but available within 7 calendar days of the list date must be disclosed in "Public Remarks" and "Private Remarks". The actual date that the property WILL be available to show must be included in "Public Remarks" and "Private Remarks" in the listing.
- b) Listings not available for showing for more than 7 days are to be entered with a "No Show" status.
- c) All listings with a "No Show" status must have the No-Show Status Listing Addendum, fully executed Seller's Disclosure, and Lead Based Paint Disclosure (if required) forms attached in the "Documents" section of the MLS.

- d) **TEMPORARY:** When the seller has requested that showings be limited to the digital images or video tours available, and no physical access to the property is being granted for any showings, the property may be entered as an “Active” status listing, provided the first words in “Public Remarks” and “Agent Remarks” is “No physical access- virtual showings only” immediately followed by either (a) a direct URL link to an unbranded virtual tour/showing, or (b) the statement “The only available photos are included, no virtual tour available.”

(Amended 8/10/21 & 6/1/22)

(Form is available in Appendix A)

Section 1.18.1 (SWIAR) A Delayed Listing is when a property is under an executed listing agreement with the seller but is not ready to be on the market. The seller and the listing agent determine a go active date for the property. Additionally, the seller agrees there will be no marketing of the property until the go active date and instructs their agent not to submit any offers to them until the go active date. The Delay of Listing Form must be completed at the time of listing contract and submitted to the MLS office within 1 calendar day of the signed listing agreement. *(added 7.12.22)*

(Form is available in Appendix B)

Section 1.18.2 (SWIAR) Office Exclusive Listings: Office Exclusive Listing refers to a listing agreement in which the seller has instructed that the listing firm only market the property within the broker’s firm. The listing will not be entered into the MLS and cannot be marketed publicly. When an Office Exclusive Listing is taken, the seller must sign an Office Exclusive form, which the listing office must submit to SWIAR within one (1) business day after the agreement has been fully executed. *(Added 9/13/22)*

(Form is available in Appendix D)

Section 1.18.3 (SWIAR) Statistical Data Listings: Statistical data listings refers to non-member listings where buyer was represented by SWIAR member or listing outside of primary board that are not marketed to the public. All options under “Seller Opt Out” under “Broker Listing Distribution Options” must be checked and “Zillow” must be un-checked under “Broker Listing Distribution Options” in MLS. First line of public remarks must state “Not For Sale, Input For Statistical Purposes Only”. All listings may be input to the MLS within 30 calendar days of closing. All other MLS rules and requirements still apply. *(Added 1.9.23, revised 4.11.23)*

Section 1.19 (SWIAR) Public Remarks Branding Rule: Listings entered into the MLS database are intended to promote the property and not to promote the listing agent. Public Remarks section should only contain information describing the subject property – NOTHING ELSE. The MLS database is not intended for use as a personal marketing vehicle. Specifically prohibited in the Public Remarks Section: agent photo and/or logo; agent name; (contact me, call today, call for a showing, call for your private tour etc.); phone number; any websites, and other marketing detail in the Remarks or Photo sections. Company signs in any listing photos are not allowed. Branding techniques on listings submitted to the Service are prohibited. *(Amended 6/12/12 and 6/1/22 and 1.9.23)*

Public Remarks Violation: Agent to receive an error report via email & a phone call with violation explanation. Violations must be corrected and agent is to remove the branding remarks within 1 business day.

Section 1.20 (SWIAR) Definition of Business and Calendar Days: “Business days” referred to herein shall not include Saturdays, Sundays or legal holidays. “Calendar days” shall include Saturdays, Sundays and legal holidays.

Section 1.21 (SWIAR) Cancellations: When a listing is canceled, such cancellations must be reported to the Service one business day after the date of such cancellation.

Section 1.22 (SWIAR): All listings taken by Participants of the Service shall be available to all qualified persons, regardless of race, color, age, religion, gender (sex), disability (handicap), familial status, national origin, sexual orientation or gender identity. *(Amended 6/1/22)*

Section 1.23 (SWIAR): Duplicate Listings: The service doesn't allow a duplicate listing under the same property type. There are five property types – Residential, Multi-family, Commercial, Farm and Land.

Section 1.24 (SWIAR): Use of Lockbox Keys: Use of lock keys shall be in accordance with the Lock Box Security Requirement policies set forth in the handbook on Multiple Listing Policy of the National Association of REALTORS®, as they now exist or as they may be amended or modified in the future. In addition to use of lock keys by REALTOR® members, Affiliate members engaged in real estate related fields may be granted authorization to accept custody and responsibility for lock key use in connection with providing services directly related to their field. No affiliate shall use a lock key to access a property without first making arrangements with Participant. Office personnel and personal assistants who do not hold real estate licenses may obtain a key for use in connection with their real estate office activities for purposes that do not require the individual to hold an Iowa real estate license, upon receiving prior approval from the broker of the office where they are affiliated. No individual key holder shall permit their key to be used by any other person. *(Added 6/1/22)*

Section 1.25 (SWIAR): Lockbox Local Rules and Enforcement. To the extent that lockboxes and associated services are provided by or through members of the Southwest Iowa Association of REALTORS MLS as such term as defined in its Operating Agreement, such members are permitted to enact and enforce rules and policies governing the use of lockboxes, as well as penalties for violations thereof. *(Added 6/1/22)*

SELLING PROCEDURES

Section 2 Showings and Negotiations: Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker except under the following circumstances:

- a. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b. After reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by the cooperating broker. *(Amended 4/92) M*

Section 2.1 Presentation of Offers: The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. *(Amended 4/92) M*

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

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer: The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. 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. *(Amended 4/92)* **M**

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. *(Adopted 11/19)* **M**

Section 2.4 Right of Listing Broker in Presentation of Counter-Offers: The listing broker or his representative has the right to participate in the presentation 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 where 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. *(Adopted 11/93)* **M**

Section 2.5 Reporting Sales to the Service: Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within 24 hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. *(Amended 11/11)*

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

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

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

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

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to Participants and Subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing Participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. *(Adopted 11/11)*

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

SWIAR Note: In the State of Iowa, sales price is public information.

Section 2.6 Reporting Resolutions of Contingencies: The listing broker shall report to the multiple listing service within one business day that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement canceled. *(Amended 6/1/20)* **M**

Section 2.7 Advertising of Listing 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. **M**

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

REFUSAL TO SELL

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

PROHIBITIONS

Section 4 Information for Participants Only: Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without prior consent of the listing broker. **M**

Section 4.1 For Sale Signs: Only the “For Sale” sign of the listing broker may be placed on a property. *(Amended 11/89)* **M**

Section 4.2 Sold Signs: Prior to closing, only the “Sold” sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. *(Amended 4/96)* **M**

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

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

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

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

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

Section 4.5 Services Advertised as “Free”: MLS Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to clients, unless the

Participant or Subscriber will receive no financial compensation from any source for those services.
(Amended 11/21) **M**

Section 4.6 No Filtering of Listings: Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Added 8/24) **M**

NO COMPENSATION SPECIFIED ON MLS

Section 5: No Compensation Specified on MLS: Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

Note 1: The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The association multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Note 2: The multiple listing service shall make no rule on the division of commissions between Participants and Non-Participants. This should remain solely the responsibility of the listing broker.

Note 3: 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. (Amended 8/24) **M**

Section 5.0.0 Disclosure of Compensation/Required Consumer Disclosure: MLS

Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. (added 8/24) **M**

Section 5.0.1 Written Buyer Agreement: Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;

- b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. *(added 8/24)* **M**

Section 5.1 Participant as Principal: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service Participants. **M**

Section 5.2 Participant as Purchaser: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. *(Adopted 2/92)* **M**

SERVICE CHARGES

Section 6 Services Fees and Charges: The following service charges for the operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

Initial Participation Fee: An applicant for participation in the service shall pay an application fee of \$500.00 with such fee to accompany the application.

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

Recurring Participation Fee: The monthly participation fee of each Participant shall be an amount equal to \$40 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee or licensed certified appraiser, who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis.

However, MLSs must provide Participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker Participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. * *(Amended 08/18)* **M**

Note 1: A multiple listing service may elect to have such fees payable on a quarterly or even on a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

Note 2: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as Subscribers may, at their discretion, charge recurring fees. *(Amended 11/17)* **R**

Section 6.1 (SWIAR) Waiver of Multiple Listing Dues: A waiver from the Southwest Iowa Association of REALTORS® Multiple Listing Service for activities and fees, dues and assessments, may be granted to a Participant on behalf of one or more licensed salespersons for a period of one calendar year, subject to the following stipulations:

- (a) A request for a Waiver shall be submitted by a Participant and on the same request, be acknowledged by the licensed salesperson(s).
- (b) All requests shall be subject to the approval of the Board of Directors of the Southwest Iowa Association of REALTORS®.
- (c) Presentation of requests for a waiver or renewal(s) shall be made at any regular scheduled meeting of the Board of Directors. The Participant shall be notified within five (5) days following the Board of Directors meeting of their decision.
- (d) Any illicit or misuse of the waiver privilege shall constitute a violation of membership by the Participant and/or licensed salesperson(s). Guilty party(ies) shall be subject to a fine up to \$1,000.00 plus an assessment for each monthly fee since the waiver was originally granted, and/or suspension and/or cancellation of the waiver.
- (e) The REALTOR® Participant of the Service shall be exempt from payment of the Multiple Listing subscription fees for any individual employed by or affiliated as an independent contractor with the Participant who does not actually have access to or use of the Service.
- (f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

COMPLIANCE WITH RULES

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration.
- d. Appropriate, reasonable fine 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. *(Revised 11/14)* **M**

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

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

Section 7.1 Compliance with Rules: The following action may be taken for noncompliance with the rules:

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

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

Section 7.1.2 (SWIAR) MULTIPLE LISTING FINE SCHEDULE:

Violation of Display of Compensation Rules (Section 5)

- 1st offense: Agent suspension of MLS service for 14 calendar days from date violation is reported plus a \$500 fine to agent and \$500 fine to Broker.
- 2nd offense: Agent suspension of MLS service for 180 calendar days from date violation is reported plus a \$1000 fine to agent and \$1000 fine to Broker.
- 3rd offense: Agent suspension of MLS service until the SWIAR Board of Directors determines a fine and punishment. *(added 8/12/24)*

Late listing (after 1 business day)

- 1st Offense: \$100.00 fine plus \$100.00 for each additional calendar day once notified by the MLS and \$500.00 flat fine to the agent's broker
- 2nd Offense: \$500.00 fine plus \$100.00 for each additional calendar day once notified by the MLS and \$1,500.00 flat fine to the agent's broker
- 3rd Offense: \$1,000.00 fine plus \$100.00 for each additional calendar day once notified by the MLS and \$2,500.00 flat fine to the agent's broker
- 4th Offense: Fine to be determined by the SWIAR Board of Directors up to the maximum allowable by the MLS, currently \$15,000.00
(Amended 12/17/19, Revised 2/11/20 and 6/1/22)

Failure to Comply with the 1 business day rule for status changes:

- 1st Offense: \$100.00 fine plus \$100.00 for each additional calendar day once notified by the MLS.
- 2nd Offense: \$500.00 fine plus \$100.00 for each additional calendar day once notified by the MLS.
- 3rd Offense: \$1,000.00 fine plus \$100.00 for each additional calendar day once notified by the MLS.
- 4th Offense: Fine to be determined by the SWIAR Board of Directors up to the maximum allowable by the MLS, currently \$15,000.00
(Amended 6/16/20)

Incomplete listing: (Such as no photo)

- Fine is \$100.00 per day
- There is a cap of \$1000.00 for 1st offense. 2nd offense is with a cap of \$5000.00, within the same calendar year. (Amended 11/13/18)

Failure to include a fully executed Seller's Property Condition Disclosure or Lead Based Paint form at time of listing:

- 1st offense: warning with any previous email notifications starting from 7/1/2022 to current being counted towards the first offense warning to the agent.
- 2nd offense or more: fine of \$100 per calendar day starting from the date that the violation occurred and continuing until the agent corrects the violation and notifies the board office that it has been corrected. The agent will be notified by email when the violation is reported. (Added 9/25/23)

Public Remarks Violation:

- After 1 business day, a fine of \$50 (per listing) will be charged and for every calendar day that passes thereafter, an additional \$50 fine will accrue until the violation is corrected on that listing. (Amended 6/1/22)

Past Due Accounts:

- All Accounts are due and payable on or before the last day of the billing month. Unpaid accounts become delinquent on the first day of the following month, with a twenty percent (20%) penalty attached.

Section 7.2 Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or Subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or Subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant. (Adopted 4/92) **O**

MEETINGS

Section 8 Meetings of the MLS Committee: The multiple listing service committee shall meet for the transaction of business at a time and place to be determined by the committee or at the call of the chairperson. **R**

Section 8.1 Meetings of MLS Participants: The committee may call meetings of the Participants in the service to be known as meetings of the multiple listing service. **R**

Section 8.2 Conduct of Meetings: The chairperson, or vice chairperson, shall preside at all meetings or, in their absence, a temporary chairperson from the membership of the committee shall be named by the chairperson or upon his failure to do so, by the committee. **R**

ENFORCEMENT OF RULES AND DISPUTES

Section 9 Consideration of Alleged Violations: The committee shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the MLS Committee.

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

Section 9.1 Violations of Rules and Regulations: If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the Board of REALTORS® within twenty (20) days following receipt of the committee's decision. *(Amended 11/96)*

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

Section 9.2 Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred by the committee to the Professional Standards Administrator of the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. *(Amended 11/88)* **M**

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

Upon receiving a notice, the MLS Committee 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 MLS Committee that the use is authorized. Any proof submitted will be considered by the MLS Committee, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

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

Section 9.4 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. *(Adopted 5/18)* **M**

CONFIDENTIALITY OF MLS INFORMATION

Section 10 Confidentiality of MLS Information: Any information provided by the multiple listing service to the Participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. *(Amended 4/92)* **M**

Section 10.1 MLS Not Responsible for Accuracy of Information: The information published and disseminated by the service is communicated verbatim, without change by the service, as filed with the service by the Participant. The service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides. **R**

Section 10.1.1 (SWIAR) Confidentiality: The secretary of any participating brokerage shall not reveal confidential information without the written authority of the direction of the SWIAR Board of REALTORS®.

OWNERSHIP OF MLS COMPILATION* AND COPYRIGHTS

Section 11 Ownership of MLS Compilation and Copyright: By the act of submitting any property listing content to the MLS, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. *(Amended 5/18)* **M**

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

Section 11.1: All right, title and interest in each copy of every multiple listing compilation created and copyrighted by the Southwest Iowa Association of REALTORS®, and in the copyrights therein, shall at all times remain vested in the Southwest Iowa Association of REALTORS®. **R**

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

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

*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 association of REALTORS®, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other Subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law. *(Amended 4/92)* **R**

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

Section 12.2 (opt #1) Reproduction: Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party

license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. *(Amended 05/14)* **M**

*It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, 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.

USE OF MLS INFORMATION

Section 13 (opt #1) Limitations on Use of MLS Information: Use of information from MLS Compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited.

However, any advertisement or other forms of public representations 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: **M**

Based on information from the Southwest Iowa Association of REALTORS® or its Multiple Listing Service for the period (date) through (date). *(Amended 11/93)*

CHANGES IN RULES AND REGULATIONS

Section 14 Changes in Rules and Regulations: Amendments to the rules and regulations of the service shall be by two thirds vote of the members of the multiple listing service committee, subject to approval by the Board of Directors of the association of REALTORS®. **M**

ORIENTATION

Section 17 Orientation: Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within 30 days after access has been provided. *(Amended 11/04)* **M**

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

Internet Data Exchange (IDX)

Section 18 IDX Defined: IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. *(Amended 5/17)* **M**

Section 18.1(opt 1) Authorization: Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants.*

*Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. *(Amended 5/17)*

Section 18.2 (opt #4) 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. **M**

Section 18.2.1: Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 05/12)* **M**

Section 18.2.2: MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines. *(Amended 05/12)* **M**

Section 18.2.3: Listings, including property addresses can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. *(Amended 05/17)* **M**

Section 18.2.4: Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price or type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right to sell or exclusive agency). Selection of listings displayed on any IDX site must be independently made by each Participant. *(Amended 1/22)* **M**

Section 18.2.5: Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. *(Amended 11/14)* **M**

Section 18.2.6: Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 05/12)* **M**

Section 18.2.7: Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. *(Amended 05/12)* **M**

Section 18.2.8: Any IDX display controlled by a Participant or Subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 18.2.9, a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Adopted 05/12)* **M**

Section 18.2.9: Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 05/12)* **M**

Section 18.2.10: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)* **M**

Section 18.2.11: Participants shall not modify or manipulate information relating to other Participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. *(Adopted 05/15)* **M**

Section 18.2.12: 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. *(Amended 1/22)* **M**

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

Section 18.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields of data (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g., showing instructions and property security information, etc.) may not be displayed. *(Amended 1/22)* **O**

Section 18.3.5: Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation. **O**

Section 18.3.8: Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS

may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability.* (Amended 05/17) ○

Section 18.3.9: The data consumers can retrieve or download in response to an inquiry shall be limited to be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17) ○

Section 18.3.10: The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS. ○

Section 18.3.12: Display of expired and withdrawn listings, is prohibited. (Amended 5/21) ○

Section 18.3.16 (Option #2): Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party. (Adopted 11/09) ○

Section 18.4 Service Fees and Charges: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Amended 5/05) ○

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

Virtual Office Websites (VOW)

Section 19 One Data Source

MLSs must offer a Participant a single data feed in accordance with a Participant's licensed authorized uses.

At the request of a Participant, MLS must provide the single data feed for that Participant's licensed uses to that Participant's designee. The designee may use the single data feed only to facilitate that Participant's licensed uses on behalf of that Participant. (Amended 11/21) M

Section 19.1 VOW Defined:

- a. A "Virtual Office Website" (VOW) is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability. M
- b. As used in Section 19 of these rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees—except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a Participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a Participant. M

- c. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS listing information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW. **M**
- d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants. **M**

Section 19.2 Rights of Participant:

- a. The right of a Participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. **M**
- b. Subject to the provisions of the VOW policy and these rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g., “Internet Data Exchange” (IDX). **M**
- c. Except as otherwise provided in the VOW policy or in these rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW. **M**

Section 19.3 Terms of Use by Registrant:

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the Participant must take each of the following steps.
 - i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii. The Participant must obtain the name of and a valid e-mail address for each Registrant. The Participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - iii. The Participant must require each Registrant to have a 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 e-mail address is associated with only one user name and password. **M**
- b. The Participant must assure that each Registrant’s password expires on a date certain, but may provide for renewal of the password. The Participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant’s password. **M**
- c. If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, e-mail address, 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. **M**

- d. The Participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
 - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant
 - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
 - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
 - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database **M**
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click. **M**
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS Participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the Participant and the Registrant. **M**

Section 19.4 Participant Contract Info To Be Displayed: A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions or get more information about any property displayed on the VOW. The Participant or a non-principal broker or sales licensee licensed with the Participant must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW. **M**

Section 19.5 Security: A Participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS. **M**

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

Section 19.6 Right of Seller to Withhold Information:

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

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

Seller Opt-out Form

1. Check one.
- a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
 - b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

Initials of Seller

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

Section 19.7

- a. Subject to Subsection b., below, a Participant's VOW may allow third-parties:
- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **M**
- b. Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller. **M**

Section 19.8

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

Section 19.9

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

Section 19.10

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

Section 19.11

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

Section 19.12

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property. *(Amended 11/21)* **M**

Section 19.13

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

Section 19.14

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

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

SWIAR Note: SWIAR HAS adopted sections 19.15 through 19.19.

Section 19.15: 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
- b. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- c. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- d. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- e. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS *(Amended 5/21)* **O** **SWIAR Note:** In the State of Iowa, sales price is public information.

Section 19.15.1 (SWIAR) Display of sold listings shall include all listings sold within the last 3 years, and only the MLS data fields related to the property (not the owner) that are also available from the County Assessor's records. *(Est. 10/12, Rev. 3/22)*.

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

Section 19.17: A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS

listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability. ○

Section 19.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, 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. *(Amended 1/22)* ○

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

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 500 listings or 50% of the listings in the MLS, whichever is less.) *(Amended 11/17)* **M**

Section 19.20: 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. **M**

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

Section 19.22: A Participant shall cause any listing displayed on his or her VOW 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 19.24: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS. ○

Section 19.25: Where a seller affirmatively directs 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. ○

Section 20 Brokerage Back Office Feed

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

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

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

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

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

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

"Terms" mean the following:

- MLSs may impose reasonable licensing provisions and fees related to Participant's license to use Brokerage Back Office Feed Data. MLSs may require the Participant's designee to sign the same or a separate and different license agreement from what is signed by the Participant. Such provisions in a license agreement may include those typical to the MLS's data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- Use of roster information may be limited by the MLS participation agreement and license agreements.
- Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.
- MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that "Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires Participants' consent." (*Adopted 11/21*) **M**

REVISED July 12, 2022 to follow NAR section numbering, update to current NAR rules and clarification of several SWIAR rules. (See "SWIAR June 2022 MLS Rule Change Summary.docx" for details)

- NAR Mandatory rules are indicated by "R" at end of section.
- NAR Recommended rules are indicated by "R" at end of section.
- NAR Optional rules are indicated by "O" at the end of the section.
- Rules specific to SWIAR include (SWIAR) after the section number.

REVISED 9.13.22

- Added Section 1.18.2 Office Exclusive Listing and Appendix D
- Added Section 19 One Data Source
- Added Section 20 Broker Back Office

REVISED 1.9.23

- Added Section 1.18.3 Statistical Data Listings
- Revised Section 1.19 Added "any websites"

REVISED 2.15.23

- Clarified Sections 1.17f and 1.17g for foreclosures

REVISED 4.11.23

- Revised Section 1.18.3 Statistical Data Listings

REVISED 5.15.23

- Added Section 1.17i Virtually Staged Photos

REVISED 7.1.23 Multiple Listing Fine Schedule Added SPCD/LBP fine

REVISED 4/9/24

- Added Section 1.4.1

August 2024 Updates from NAR:

- Added new MLS Definition and Definition of Participants
Revised Section 1
Added Section 4.6
Added/revised Section 5
Added Section 5.0.0
Replaced Section 5.0.1
Removed Section 5.3
Removed Section 5.4
Revised Appendix D Office Exclusive Listing form
Added Violation of Display of Compensation Fines

Appendix A



**Southwest Iowa Association of Realtors MLS
"No-Show/Coming Soon" Addendum**

Property Address: _____

Listing Office: _____

Listing Agent's Name: _____

List Date on Listing Agreement: _____

Please carefully read and initial each statement below and sign and date the bottom portion.

I/We give permission to the real estate brokerage and the agent listing the property to enter information in the Southwest Iowa Association of Realtors MLS utilizing the "No-Show/Coming Soon" status, a pre-showing status where the property is not available for showing, but the listing contract is in effect.

Listing Agent: _____ Seller: _____ Seller: _____

I/We acknowledge that my property cannot be shown to prospective buyers or agents while in the "No-Show/Coming Soon" status. Before my property can be shown to anyone, the property's status in the Southwest Iowa Association of Realtors MLS must be changed to "Active".

Listing Agent: _____ Seller: _____ Seller: _____

I/We acknowledge that properties in the "No-Show/Coming Soon" status are available to agents/brokers in the MLS, are available on public websites via the MLS and are included in MLS auto-notifications to clients and that Days on Market will not accumulate while my property is in the "No-Show/Coming Soon" status.

Listing Agent: _____ Seller: _____ Seller: _____

I/We request that all showings for my property to prospective buyers or agents be delayed until:

_____ (Available to Show Date) subject to the rules above.

Seller Signature: _____ **Date:** _____

Seller Signature: _____ **Date:** _____

Seller Signature: _____ **Date:** _____

Listing Agent Signature: _____ **Date:** _____

Broker Signature: _____ **Date:** _____

This signed form is to be attached in the "Associated Documents" in the MLS listing.

z:\MLS\2023\No Show Stats Listing Addendum 1.9.23

Appendix B



DELAY OF LISTING IN MLS

Date: _____

Property Address: _____

I, the undersigned owner, having entered into a listing contract with _____ as the listing broker, do hereby request that my Delay of Listing in the MLS form be filed with the Multiple Listing Service. I understand that my listing WILL NOT be disseminated, distributed or publicly marketed in any way to the participants of this service or the public and instruct my agent not to submit any offers to me until the go active date of _____ due to _____

Name: _____

Signature: _____

Name: _____

Signature: _____



Z:\MLS\2023\SWIAR Delay of Listing Form 1.9.23

Appendix C

SWIAR Clear Co-op MLS Rules Summary					
		Public Marketing	MLS	Form	Other
Has property been Publically Marketed?	YES →	Includes signage, informing clients of listing, social network marketing (including client marketing)	Must be listed in MLS within 1 business day of public marketing	None	Documents and primary picture must be uploaded at time of listing
↓ NO	Note: Agents are not allowed to promote properties without prior consent from the listing broker. If consent is granted, then the name and contact info of the listing broker must be also be displayed				
Does Seller want it Publically Marketed Immediately?	Ready to Show Within 7 Calendar Days of Signed Listing Agreement? →	May begin public marketing within 1 business day of being listed	Must be in MLS within 24 hours of signed listing agreement. Use "Active" Status in MLS. If show date is not = list date, then Actual show date must be first satatement in Public and Private Comments.	None	Documents and primary picture must be uploaded at time of listing Shows through IDX feeds (Zillow, etc.)
	Note: for <7 days, set Active Date = List Date (or 1 day after) in MLS				
	Ready to Show more than 7 Calendar Days of Signed Listing Agreement? →	May begin public marketing within 1 business day of being listed	Must be in MLS within 24 hours of signed listing agreement. Use "No Show" Status in MLS. Actual show date must be first satatement in Public and Private Comments	Seller must sign "No Show/Coming Soon" Form	Documents and primary picture must be uploaded at time of listing Signed NoShow/Coming Soon Form must be uploaded with Documents Does NOT show through IDX feeds (Zillow, etc.)
↓ NO	Note: for >7 days, set No Show Date = List Date (or 1 day after). Then change to active status when showings begin				
Ready to Sign Listing Agreement but Not Ready for Public Marketing	YES →	Marketing may not begin until Listing can be entered in "Active" or "No Show" Status in MLS	Do not enter into MLS	Seller must sign "Delay of Listing" Form	Delay of Listing Form must be submitted to Board office within 1 calendar day of Listing Greement being signed. Does not show through IDX
↓ NO - Wait to list					

Other SWIAR MLS Rules To Note:	
Changes To Listings	Changes in list price or listing agreement must be updated in MLS within one business day (See Section 1.4) The same is true for any contingencies fulfilled on an MLS listing with a contingency (See Section 2.6)
Correction of Errors	Upon notification of an error, the error must be corrected within 1 business day (See Section 1.17) A listing agent cannot use the work of another agent in their listing, such as prior photos or remarks (See Section 1.17.c.)
Do Not Brand in Remarks	Public remarks and photo section shall not contain agent photo, logo, name, contact or branding info Company signs are not allowed in listing photos (See Section 1.19)
Auction Listings	Auction listings must include "Auction" in the first photo The first line of Public remarks must include: "Subject to Auction" and the Auction date (See Section 1.7.2)

Appendix D



SELLERS REQUEST FOR “OFFICE EXCLUSIVE” LISTING

The following information is provided in order to insure that you have been informed of the function of the Multiple Listing Service.

A Multiple Listing Service (MLS) is a means by which the listing brokers share their compilation of selected features of available properties for a given area, and the terms upon which those brokers will cooperate with each other in the efficient sale of property. The MLS serves as a means by which agents may cooperate with each other while simultaneously allowing agents to better serve the buying and selling public.

Listing a property through an MLS allows a wider range of prospective buyers to learn about a property because through the MLS, licensed agents systematically exchange information on available properties and prospective buyers.

Selling a property through an MLS service generally saves the seller both time and trouble. Participating in the MLS also protects the seller's privacy and provides security because only licensed professionals, subject to rules governing confidentiality, may have access to information about a property.

Serious buyers also greatly benefit from an MLS service. By simply indicating their personal preferences in a home (size, location, amenities, etc.) and a price range, a licensed agent can prepare a comprehensive list of properties that meet the individual buyer's needs.

We, the undersigned, owners of the property located at:

_____ (Address)

_____ (City)

Have been informed and hereby understand the above, yet request this listing to be held exclusively with the following office:

_____ (Listing Office)

and not be filed with the MLS or shown by any other members of the MLS, except by special permission of the listing office.

_____ Seller _____ Date

_____ Seller _____ Date

_____ (Listing Agent)

_____ (Listing Office)

Z:/MLS/2024/SWIAR Office Exclusive Form 8.12.24