

# CVR M L S

## RULES AND REGULATIONS

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# ARTICLE 1: ORGANIZATION AND PURPOSE

## Section 1.1 Name

The name of this organization is the Central Virginia Regional Multiple Listing Service (CVR MLS). CVR MLS is a Virginia limited liability corporation solely and wholly-owned by the Richmond Association of REALTORS® and the Southside Virginia Association of REALTORS®.

## Section 1.2 Service Area

The service area of CVR MLS is comprised of the cities of Richmond, Hopewell, Petersburg and Colonial Heights, and the Counties of Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Powhatan, Prince George, Charles City, New Kent and King William, Greensville, Surry and Sussex. Rev.

## Section 1.3 Purpose

The Multiple Listing Service operated by CVR MLS is:

- a) a facility for the orderly compilation and dissemination of Listing information through which Participants may better serve their clients, and customers and the public;
- b) a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as buyer agents, or in other agency or non-agency capacities defined by law);
- c) a means of facilitating cooperation among Participants;
- d) a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers;
- e) a means by which Participants engaging in real estate appraisal contribute to common databases

Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease).



**Practice Note: The offer of compensation made through the MLS is a contractual agreement between the listing participant and the cooperating broker who is the procuring cause. All offers of compensation are unconditional and may not be alter once an offer has been presented. Clients do not have the ability to determine or direct who will or will not be compensated.**

## Section 1.4 Meetings

The meetings of the CVR MLS Board of Directors for the transaction of CVR MLS business shall be held in accordance with the Operating Agreement of CVR MLS.

## Section 1.5 Posting of Rules & Regulations

A current version of the CVR MLS Rules & Regulations is available on the CVR MLS MATRIX web site. CVR MLS Rules and Regulations may be amended from time to time by the Board of Directors of the Central Virginia Regional Multiple Listing Service. Changes to the Rules and Regulations will be noticed to all Users on the CVR MLS MATRIX web site and shall become effective no earlier than 30 days after such notice is posted.

## ARTICLE 2: DEFINITIONS

ADMINISTRATIVE USER – Affiliated Administrative and clerical staff who provide support to Participants and Subscribers

ASSESSOR USER – City or county real estate assessors for localities within the jurisdiction of CVR MLS

COMING SOON STATUS– Coming Soon status indicates that the agent and the seller are preparing the property for sale, but it is not ready for full marketing and showing. Listings in Coming Soon status may not be shown until the home becomes an Active listing. While under the Coming Soon listing status, listings are displayed only on Matrix to Virginia MLS Cooperative Participants and Subscribers. Listings under this status are not included in IDX or RETS feeds and may not be advertised on broker, agent, public or syndication websites or other media. Listings under this status may not be shown and may remain under Coming Soon Status for a period of 21 days or less. A Listing Agreement and Pre-Marketing Addendum ratified by the property owner is required for all Listings entered under Coming Soon Status.

CVR MLS - Central Virginia Regional Multiple Listing Service, LLC.

CVR MLS COMMITTEE - a committee of Participants and Subscribers appointed by the President of CVR MLS and approved by the CVR MLS Board of Directors. The role of the CVR MLS Committee is to ensure quality service to Participants and Subscribers and advise on the operations of CVR MLS and its Rules and Regulations.

CVR MLS COMPLIANCE COMMITTEE – The CVR MLS Compliance Committee is comprised of the fifteen (15) members of the Richmond Association of REALTORS® Grievance Committee and three (3) appointed members of the Southside Virginia Association of REALTORS® Grievance Committee. These members serve for staggered three-year terms which shall run concurrent with their respective Grievance Committee service terms. The CVR MLS Compliance Committee will interpret the Rules and Regulations of CVR MLS, oversee their enforcement and when necessary, conduct review hearings for contested fines and/or violations.

DUAL OR VARIABLE RATE COMPENSATION ARRANGEMENTS - A dual or variable rate commission arrangement is one in which the Seller agrees to pay a specified commission if the property is sold/leased by the Listing Participant without assistance and a different commission if the sale/lease results through the efforts of a cooperating Participant or one in which the Seller agrees to pay a specified commission if the property is sold/leased by the Listing Participant either with or without the assistance of a cooperating Participant and a different commission if the sale /lease results through the efforts of a Seller.

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

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

**EXCLUSIVE AUTHORIZATION TO LEASE LISTING** - A Listing pursuant to a contractual agreement under which the Listing Participant acts as the agent or as the legally recognized non-agency representative of the Seller, and the Seller agrees to pay a commission to the Listing Participant, regardless of whether the property is leased through the efforts of the Listing Participant, the Seller, or anyone else; and a contractual agreement under which the Listing Participant acts as the agent or as the legally recognized non-agency representative of the Seller and the Seller agrees to pay a commission to the Listing Participant regardless of whether the property is leased through the efforts of the Listing Participant, the Seller, or anyone else, except that the Seller may name one or more individuals or entities as exemptions in the Listing Agreement and if the property is sold to any exempted individual or entity, the Seller is not obligated to pay a commission to the Listing Participant.

**INTERNET DATA EXCHANGE (IDX)** - A means by which each Participant may permit the display of its firm's Listings to appear on other IDX Participants' Internet displays.

**INTERNET DATA EXCHANGE DATABASE or IDX DATABASE**- The current aggregate compilation of the Listings of all IDX Participants with the exception of those Listings in which a Seller has opted out of Internet publication.

**LIMITED SERVICE LISTING** – Exclusive Agency Listings or Exclusive Right to Sell Listing under which the Listing Participant will not provide one, or more, of the following services:

1. Conducting marketing activities on behalf of the Seller in accordance with the brokerage agreement. In so doing, the Participant shall seek a sale at the price and terms agreed upon in the brokerage relationship or a price and terms acceptable to the seller; however, the Participant shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract sale, unless agreed to as part of the brokerage relationship or as the contract of sale so provides
2. Assisting in the drafting and negotiating of offers and counteroffers, amendments and addenda to the real estate contract pursuant to §54.1-2101.1 of the Code of Virginia and in establishing strategies for accomplishing the Seller's objectives
3. Receiving and presenting in a timely manner written offers and counter offers to and from the Seller and purchasers, even when the property is already subject to a contract of sale
4. Providing reasonable assistance to the seller to satisfy the Seller's contract obligations and to facilitate settlement of the purchase contract.

**LISTING AGREEMENT** – an enforceable, written and fully executed agreement for an Exclusive Right to Sell Listing or Exclusive Agency Listing between a Listing Participant and Seller whereby the Seller employs the Participant to market and sell the subject property and the Seller agrees

to pay compensation for service provided. The Listing agreement for properties submitted to CVR MLS must contain an offer of compensation to a cooperating Participant and the copyright authorizations required under these Rules and Regulations and the Seller's authorization regarding internet and address display and limitations if any regarding Automated Valuation Models (AVM) and the posting of comments about the property. See Appendix A of these Rules and Regulations

LISTING CONTENT (LISTING) - "Listing content" as used in the National Association of REALTORS® multiple listing policies, including the model MLS rules and regulations, 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 listing property.

MULTIPLE LISTING SERVICE (MLS) – the multiple listing service owned and operated by CVR MLS.

MLS DATABASE – The database maintained by CVR MLS that contains real estate Listings in the following categories: active, pending sold, for rent, for lease, leased, lease-purchase, withdrawn and released Listing data, as such database is modified from time to time by CVR MLS. The term MLS Database, as used in these Rules and Regulations, shall be construed to include any format in which Listing data is collected and disseminated.

PARTICIPANT – Any REALTOR® member of the Richmond Association of REALTORS®, Inc., the Southside Virginia Association of REALTORS® or any other association who is a principal, partner, corporate officer or branch manager acting on behalf of a principal, without further qualification, except as otherwise stipulated herein, shall be eligible to participate in the MLS upon agreeing in writing to conform to the CVR MLS rules and regulations thereof and to pay 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 offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by the MLS where access to such information is prohibited by applicable law. Any person who qualifies for participation in the MLS shall be a Participant. Participant may also be referred to as Broker Participant.

PENDING WITH CONTINGENCIES -

This listing status indicates that a purchaser offer with one or more contingencies has been accepted by the Seller but the Seller is willing to consider back up offers.

PRE-CONSTRUCTION/ TO BE BUILT LISTING: The listing is for a specific lot with a specific structure that could be built for a specific list price, however, construction has not begun.

PROPERTY MANAGEMENT AND EXCLUSIVE RENTAL AGREEMENT – A Listing pursuant to a contractual agreement under which the Listing Participant acts as the agent or as the legally recognized non-agency representative of the Seller, and the Seller agrees to pay a commission to the Listing Participant, regardless of whether the property is leased through the efforts of the Listing Participant, the Seller, or anyone else; and a contractual agreement under which the Listing Participant acts as the agent or as the legally recognized non-agency representative of



the Seller and the Seller agrees to pay a commission to the Listing Participant regardless of whether the property is leased through the efforts of the Listing Participant, the Seller, or anyone else, except that the Seller may name one or more individuals or entities as exemptions in the Listing Agreement and if the property is sold to any exempted individual or entity, the Seller is not obligated to pay a commission to the Listing Participant.

SELLER – Property Owner(s) and/or Lessor(s)/ Landlord(s)

SERVICE PROVIDER COMPANY – A licensed, Quality Pro certified pest control company that has completed an application of for service provider Limited access e-key service and paid the applicable annual fee.

SERVICE PROVIDER USER – Pest control Inspectors, who hold a valid license with the VA Department of Agriculture and are affiliated with a CVR MLS Service Provider Company.

SHORT SALE - a transaction in which 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

STRUCTURED COMPENSATION – Compensation in the MLS must be expressed as a percentage of the gross sales price or a flat fee. Tiered or structured compensation is allowed. (Example: compensation shall be x% of the first \$100,000 of the sales price and y% of the balance of the gross sales price). The terms of such structured compensation should be entered in the Structured Compensation Terms field.

SUBSCRIBER – Non-principal (Associate) brokers and real estate sales licensees who possess a valid real estate license, are affiliated with an MLS Participant and have subscribed to the MLS. Subscriber may also be referred to as Agent Subscriber. See Section 3.2.

USER – Participants, Subscribers, Administrative Users and Assessor Users, collectively.

VENDOR - any third person or entity that displays Listing content on a Participant's or Subscriber's behalf.

VIRGINIA MLS COOPERATIVE – An agreement entered into by the Central Virginia Regional MLS, LLC (CVR MLS) and CBRAR Property Services, Inc (CBRAR PS) to provide the authorized users of these MLS's access to a combined multiple listing database and a blanket, unilateral offer of compensation and cooperation.

## **ARTICLE 3: PARTICIPATION**

### ***Section 3.1 Participant***

Any REALTOR® member of the Richmond Association of REALTORS®, Inc., the Southside Virginia Association of REALTORS® or any other association who is a principal, partner, corporate officer or branch manager acting on behalf of a principal, without further qualification, except as otherwise stipulated herein, shall be eligible to participate in the MLS upon agreeing in writing to conform to the CVR MLS Rules and Regulations thereof and to pay 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 Virginia real estate broker's license and offer or accept compensation to and from other

Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by the MLS where access to such information is prohibited by applicable law. Any person who qualifies for participation in the MLS shall be a Participant.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' 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 and/or to accept offers of cooperation and compensation made by Listing Participants or agents in the MLS. "Actively" means on a continual and on-going 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.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. 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 make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" 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 on a nondiscriminatory manner to all Participants and potential Participants.

### **Section 3.2 Subscriber**

Subscribers are Non-principal (Associate) brokers and real estate licensees who possess a valid real estate license and are licensed with an MLS Participant may become agent Subscribers of CVR MLS ("Subscriber"). Subscribers are responsible for all MLS services fees, compliance with MLS Rules and Regulations and the limitations and restrictions of state law. Subscribers shall be eligible to participate in the Multiple Listing Service upon Subscriber agreeing in writing to conform to the CVR MLS Rules and Regulations and to pay the required fees for Subscriber access. Participant must authorize Subscriber access requests.

### **Section 3.3 Administrative User**

Affiliated administrative and clerical staff who provide support to Participants and Subscribers are eligible to apply for Administrative User Access subject to certain limitations as may be approved by the CVR MLS Board of Directors. The Participant is responsible for the Administrative User and his or her compliance with CVR MLS rules and regulations and the limitations and restrictions of state law. Administrative Users shall be eligible to participate in the Multiple Listing Service upon the Participant and the User agreeing in writing to cause the Administrative User to conform to the CVR MLS Rules and Regulations and to pay the required fees for Administrative access. The

responsible Participant must authorize all Administrative User access requests

### **Section 3.4 Assessor User**

City or county real estate assessors for localities within the jurisdiction of CVR MLS may become Assessor users ("Assessor User"). Assessor Users are responsible for all MLS services fees (if any) and must agree to comply with CVR MLS Rules and Regulations and the limitations and restrictions of state law.

### **Section 3.5 Required Training**

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

## **ARTICLE 4: GENERAL RULES**

### **Section 4.1 REALTOR® Code of Ethics**

All Users agree to abide by the National Association of REALTORS® Code of Ethics, the CVR MLS rules, regulations and policies and the limitations and restrictions of state and federal laws.

### **Section 4.2 Commission Rates**

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

### **Section 4.3 Trademark Use**

No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

## **Section 4.4 Verification of Listing Data**

CVR MLS does not verify Listing Content provided by Participants and Subscribers and disclaims any responsibility for its accuracy. Each Participant and Subscriber agrees to hold CVR MLS harmless from any liability arising from any inaccuracy or inadequacy of any information entered in the CVR MLS MATRIX Database.

## **Section 4.5 Confidentiality**

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

## **Section 4.6 Password Use**

A confidential password is issued to each authorized User upon completion of the MLS application process. For security purposes Users are periodically required to change their passwords. Access to the MLS Database is restricted to Users. Any User who allows another User or unauthorized party to utilize their personal user name and password to gain access to the MLS Database or use of the MLS Database or any derivative thereof shall be subject to a fine.

## **Section 4.7 Listing Compliance**

Each Participant and Subscriber agrees to take all actions necessary to maintain Listing Content in compliance with the terms and conditions of these Rules and Regulations.

## **Section 4.8 Representations and Warranties**

By the act of submission of Listings to CVR MLS, the Participant and Subscriber represent and warrant that:

- A.** The Participant has been authorized to grant and also thereby does grant authority for CVR MLS to include the Listings in the MLS Database and also in any statistical report on comparable data. All right, title, and interest in the MLS Database shall at all times remain vested in CVR MLS as provided under these Rules and Regulations.
- B.** The Participant and the Seller have entered into an Exclusive Agency, Exclusive Right to Sell, Exclusive Authorization to Lease or Property Management agreement.
- C.** The Seller has agreed in writing that CVR MLS may include the Listing in the MLS Database, license the MLS Database to third parties, disclose and publicly display the Listing, and otherwise lawfully use the Listing information.
- D.** The Listing complies in all respects with these Rules and Regulations.
- E.** To the best of the Participant's and Subscriber's knowledge, and after reasonable due diligence to verify accuracy, all information included in the Listing Content is accurate

and complete.

- F. All creative works included in the Listing Content are either original works of authorship of the Participant and/or Subscriber, including all remarks and other text, photographs, video clips, and other graphics and all other components of the Listing Content, or Participant and/or Subscriber have acquired all ownership and copyrights in such Listing Content and its components pursuant to written assignments.
- G. Participant has assigned their rights in the Listing Content to CVR MLS in accordance with these Rules and Regulations and no other person or entity has any rights of any nature in or to any of the Listing Content.
- H. There are no claims, litigation or proceedings pending or threatened with respect to the Listing, or any component of the Listing Content.

## **Section 4.9 Use of the MLS Database**

### **Section 4.9.1 Distribution**

Participants shall at all times maintain control over and responsibility for any copies of the MLS Database or Listings and shall not distribute any such copies to persons other than persons who are Subscribers with such Participants.

### **Section 4.9.2 Display**

Participants/Subscribers shall be permitted to display the MLS Database to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in the MLS Database.

### **Section 4.9.3 Reproduction**

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

- A. Participants/Subscribers may reproduce and distribute to prospective purchasers or sellers, a reasonable number of single copies of Listing Content, but in no event more than 250, contained in the MLS Compilation which relate to any properties in which the prospective purchasers or sellers are, or may, in the judgment of the Participants or their Subscribers, be interested.
- B. Reproductions made in accordance with this rule shall be prepared in such a fashion that Listings other than those in which a prospective purchaser or tenant has expressed interest, or which the Participant or the Subscribers are seeking to promote interest, are not contained in such reproduction.
- C. Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property Listings or other compilations of data listing data, whether provided in printed format, electronically, or 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. If the Participant wishes to send the firm's current Listing information to a third party via electronic means, a statement from the Participant is required by CVR MLS (in all cases) stating that said entity has the Participant's permission to receive the property information electronically. Those receiving the Listing information must state that the property Listings are provided by the Central Virginia Regional MLS, unless altered in any way by the Participant prior to distribution.

- D. 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 to be confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

#### **Section 4.9.4 Advertising of Listings filed with CVR MLS**

CVR MLS Property Listings may not be advertised by any Subscriber/Participant other than the Listing Subscriber/Participant in any media (print, electronic or other media format) without the prior written consent of the Listing Subscriber/Participant. The only exception to this requirement is listing display within the context of the IDX data feed where permission may be presumed, subject to the rules and regulations pertaining to IDX.

#### **Section 4.10 Limitation of Liability**

In no event shall CVR MLS be liable for the payment of any consequential, incidental or punitive damages, or lost profits, even if CVR MLS has been advised of the possibility of such damages. The entire liability of CVR MLS to the participant or Subscriber for all claims arising from or related to the MLS database or the subject matter of these Rules and Regulations, whether in contract, tort or otherwise, shall not exceed the total amount of fees, not including out of pocket expenses, paid by the applicable participant or Subscriber to CVR MLS for the month(s) during which the MLS database did not function reasonably well or the six (6) months immediately preceding the date on which the claim accrued, whichever is less. CVR MLS shall not be liable to any third party, such as an agent employed by or associated with the Participant or a Seller, for any claims, liability, losses, damages or expenses arising from or related to these Rules and Regulations or the MLS database or IDX database. Should any agent of a Participant, including a Subscriber assert any claim, liability, loss, damage or expense (collectively, a "claim") against CVR MLS, then the participant shall indemnify, hold harmless and defend CVR MLS from such claim, including payment of CVR MLS' reasonable attorney's fees and costs.

#### **Section 4.11 Fair Housing**

No listing may be entered into the MLS Database or revised to contain language which violates the Federal and State Fair Housing Acts, as amended from time to time.

### **ARTICLE 5: LISTING PROCEDURES**

#### **Section 5.1 Listings Subject to CVR MLS Rules and Regulations**

All Participant Listings of the property types identified in Section 5.2 of these Rules and Regulations are subject to CVR MLS Rules and Regulations upon Seller's ratification of the Listing agreement. Only Exclusive Authorization to Sell, Exclusive Authorization to Lease and Exclusive Agency Listings that conform to these rules and regulations are eligible for inclusion in the MLS Database. Listings

of property types identified in Section 5.2 of these Rules and Regulations must be in Active status in the CVR MLS Matrix system within three (3) days of Listing Agreement ratification by the Seller. Listed properties located outside the CVR MLS service area may be voluntarily submitted to CVR MLS, but submission of these Listings is not required.

### **Section 5.1.2 Coming Soon Status – Terms and conditions of use**

1. Only properties subject to a ratified listing agreement and pre-marketing addendum may be entered under the Coming Soon status. Coming Soon listings are subject to the requirements set forth in this Section 5.1 and must be entered into the Matrix system under the Coming Soon status within three (3) days of the Listing Agreement ratification by the Seller.
2. Listings under the Coming Soon listing status are only available to Virginia MLS Cooperative Participants and Subscribers.
3. This status is not included in RETS feeds and these listings are not to be advertised on broker, agent, public or syndication websites or in other media. A firm For Sale Sign and Coming Soon Rider may be installed on the property while the property is under Coming Soon status.
4. Listings under Coming Soon Status may not be shown. In the event that a Seller agrees to allow a Coming Soon listing to be shown the listing status must be changed to Active prior to the showing.
5. Days on Market (DOM) do not accrue while a listing is under the Coming Soon listing status.
6. You must include an Expected On-Market Date when using the Coming Soon listing status. This is the date when you expect your listing to be Active in the Matrix system. This date cannot exceed 21 days from the date you submitted your listing to the MLS under the Coming Soon listing status.
7. Use of the Coming Soon listing status is limited to 21 days. After 21 days have passed, the listing status will automatically change to Active status. If you need more time after the 21 days have expired, consider using the Temp Withdrawn listing status.
8. Listings under Coming Soon Status must have a List price and offer of cooperative compensation.
9. Because a Listing under the Coming Soon status will have an MLS number, the listing agent will be able to add virtual tours, marketing materials, and listing documents ahead of time.
10. A listing that was once under the Coming Soon status cannot revert back to the Coming Soon status. The property must be off market for 90 days or more before it can be re-entered in Coming Soon status.

### **Section 5.2 MLS Property Types – Mandatory Submission**

All Listings of the following property types located within the CVR MLS jurisdiction are required to be entered into the MLS Database:

- A.** Single Family - New and resale residential single family dwellings and farms
- B.** Condo/Townhouse - New and resale residential condo/townhouse dwellings
- C.** Residential Multi-Family - New and resale residential multi-family (2, 3 or 4 unit) residential dwellings.

- D. Residential Lots/Land - New and resale residential lots and Land.

**Listings of the following property types may be entered into the MLS database on a voluntary basis.**

- E. **Residential Rentals – Single family single dwellings for rent**
- F. **Improved and unimproved commercial property for sale**
- G. **Commercial property for lease**
- H. **Commercial business opportunities that include some interest in real property**

### **Section 5.2.1 MLS Property Types - Voluntary Listing Submission**

#### Residential Rental Listings

Submission of residential rental Listings is voluntary but once entered into the MLS Database all rental listings must conform to the Rules and Regulations of CVR MLS. Residential rental listings are exempt from the [SUPRA CVR MLS](#) lockbox requirement.

#### Commercial Listings – For sale and for lease

Submission of Commercial Listings is voluntary but once entered into the MLS Database all listings must conform to the Rules and Regulations of CVR MLS. Commercial listings for sale and for lease are exempt from the [SUPRA CVR MLS](#) lockbox requirement.

**Practice Note:** While the contribution of residential rental listings and commercial listings for sale and for lease is voluntary, if submitted to the MLS database, they must conform to all MLS rules and regulations (including audit, photos, status updates, data accuracy, etc.) All listings added to the MLS database are subject to audit and fines for non-compliance.

### **Section 5.3 Listing Types**

CVR MLS does not regulate the type of Listings Participants may take, however, not all Listings are eligible for submission. CVR MLS will accept the following types of Listings subject to compliance with the terms and conditions of these Rules and Regulations:

- A. Exclusive Right of Sale Listing
- B. Exclusive Agency Listing
- C. Exclusive Authorization to Lease Listing
- D. Limited Service Listing
- E. Independent Contractor (Non-Agency) Exclusive Right to Sell Listing
- F. Property Management Agreement/Exclusive Rental Agreement Listing (Voluntary)

### **Section 5.4 Seller Authorization and Forms**

All Listing Agreements must include the Seller's written authorization to submit the Listing Content to the CVR MLS and lockbox authorization (if a lockbox is requested by the Seller). Electronic versions of CVR MLS Listing Agreements for Exclusive Right to Sell Listings and Limited Service Listings, Exclusive Authorization to Lease Listings and other transaction related forms are provided for use by Participants and Subscribers free of charge. The CVR MLS forms contain all of the required authorizations and can be accessed through the CVR MLS MATRIX website and the Instanet software program. Non-CVR MLS listing agreement must include all required disclosures and authorizations. This required language can be found in Appendix A of these rules and regulations.

Listings entered into the MLS database under Coming Soon status must be subject to a Listing Agreement and Pre-Marketing Addendum ratified by the property owner.



### **Section 5.4.1 Legally Required Seller Disclosure Forms**

CVR MLS Users are encouraged to obtain and upload executed copies of all legally-required seller disclosure forms when a listing is entered into the MLS.



**Practice Note: While upload of legally required disclosures is not mandatory, it is recommended as a best practice.**

### **Section 5.5 Entry of Listing Content**

Listings may be entered into the MLS Database utilizing the MATRIX web site or may be submitted by fax, e-mail or hand delivery to CVR MLS. Participants and Subscribers who wish to have their Listings entered by CVR MLS staff must complete and submit a CVR MLS Listing Input Form and a copy of the Listing Agreement within the time frame outlined in Section 5.1 of these Rules and Regulations. A fee will apply to requests for entry of Listings by CVR MLS staff. Payment for Listing input must be provided at the time the Listing Agreement and Input form are submitted.

Listing Content provided to CVR MLS shall be limited to information related to the sale, lease or exchange of listed property. The information must be objective and verifiable by an interested party. The information may not include any subjective impressions or opinions which could be misunderstood or misconstrued.

#### **Section 5.5.1 Disclosure of Potential Short Sales**

Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other participants and subscribers.

### **Section 5.6 Incomplete/Inaccurate Listing Content**

All listings filed with CVR MLS, must contain complete and accurate information in all completed fields.

To the extent such information is reasonably ascertainable; all data fields shall be completed with relevant property data. Listings not linked to tax information, incorrect area designations, and property type, for example, are considered incomplete. Listings found to have incomplete, inaccurate or misleading information will be subject to a fine, in accordance with these rules and regulations.

When "Other" is selected from a pick list for a features field, a description is required in the related description field. The information entered in the required description fields must accurately depict the related feature. The word "other" may not be used in the Other Description field.

#### **Section 5.6.1 Identification of Seller**

The full name of the Seller(s) must be entered in the Owner Name field in MATRIX. In the case of some REO listings only, the name of the owner of record may not be known. In these instances, if the Listing Participant or Subscriber does not know the name of the Seller(s), the term "Owner of Record" may be entered into the Owner Name field. A Listing Participant or Subscriber must update the Owner Name field within 3 days of obtaining the correct Seller(s) name. This provision applies only to listings entered with REO as a selection in the "Owned By" field.

## Section 5.7 General Remarks Field

Only information that is descriptive of and relevant to an accurate portrayal of the Listed property may be included in the general "Remarks" field. Information considered specific to the agent/office contact information, self-advertising and promotion is prohibited. Specific information prohibited in the general remarks field includes, but is not limited to, agent/office name, agent/office phone number, cell phone numbers, e-mail address, web site address, URL, or any HTML links of any kind that directly or indirectly link to a company or agent advertising, Open House announcement, or any other information of this nature. Information specific to the office or agent may be entered into the "Agent Only Remarks" field.



**Practice Note: Information referring to Open Houses, commissions, branded URL's, photos or virtual tours and self-promoting URL's, contact information or other forms of advertising are prohibited in General Remarks. These types of information may be entered in the Agent Only Comments section. Open House information must be entered in the Open House fields. If entered in the correct fields it may also be included in Agent Only Comments field.**

### Section 5.7.1 Open House Information

Information concerning Open Houses is prohibited in the remarks field. Open House information is only permitted in the Open House fields and Agent Only Comments.

## Section 5.8 Photographs

Photos or virtual tours included in Listing Content are limited to photos of the property for sale and the neighborhood in which it's located. Inclusion of personal photos or self/office promotional photos/information is prohibited. All Listings must contain a minimum of one (1) photo except where sellers expressly direct that photographs of their property not appear in MLS compilations. Such instructions shall be included in the property listing agreement.

Photos must be uploaded within three (3) days of the Listing entry date.

For New Construction Listings where no photo is available, the 'Under Construction' template may be posted in place of a photo. Photos of a model home that are a true and accurate reflection of the dwelling, price and amenities described in the listing may also be used.

For Lots/Land listings where no photo is available, the 'Land' template or Plat shall be posted in place of a photo.

Photos may be uploaded through the CVR MLS system or delivered to CVR MLS for staff entry within the timeframe noted above. A fee will apply to Listing photos entered by CVR MLS staff. Payment must accompany all photo upload requests.

Coming Soon Status - An image or photo is not required of any listing in Coming Soon status until such time that the listing's status is changed to Active status.

## Section 5.9 Office Exclusive ~~or~~ "Exempt" or Delayed Entry Listings

If a Seller does not authorize the dissemination of their Listing information by CVR MLS, the Participant or Subscriber may take the Listing as an Office Exclusive or Exempt Listing. The Exempt Listing must include ~~certification~~ written instructions from the Seller that they do not authorize submission of the Listing information to CVR MLS and a copy of the Listing Agreement must be filed with CVR MLS within three (3) days of Listing ratification by the Seller.

If the Seller wants the listing to be entered at a date later than the three (3) days of the Listing ratification, the Participant or Subscriber may take the Listing as a Delayed Entry Listing. The Listing Agreement must include written directions from the Seller regarding the Listing's Delayed Entry into the MLS Database. The Listing Agreement must then be filed with CVR MLS within three (3) days of the Listing ratification by the Seller and the Listing may be made active in the MLS Database at the time provided by the Seller in the written instructions.

Should the Seller wish to alter their instructions regarding their Office Exclusive, Exempt, or Delayed Entry Listing, the new written instructions from the Seller must be provided to CVR MLS and updated in the MLS Database within five (5) days of the authorization by the Seller.

## **Section 5.10 Delayed Showing**

If a Seller requests that a Listing be entered into the MLS database but not be available for showing until a later date, the Delayed Showing Listing agreement must include the seller's instruction and the date when showings may begin. The Listing must be entered into the MLS Database within three (3) days of Listing ratification by the Seller. When the Listing Content is entered into the MLS Database the "Delayed Showing" field must be marked "Y" and the showing date entered into the "No Showing Until" date field.

## **Section 5.11 Designation of Listing Type**

Participants and Subscribers must indicate whether a Listing is an Exclusive Right to Sell or Exclusive Agency in the Listing Type field in the MLS Database or on the Listing Input Form.

## **Section 5.12 Named Prospects Exempted**

Exclusive Right to Sell Listing and Exclusive Agency Listing Agreements must list the names of prospects that the Seller has exempted from the Listing and the period of exclusion. Notification to cooperating Participants and Subscribers shall be made by noting the existence of exempted parties in Agent Only Comments. Participants and Subscribers should contact the Listing Participant or Subscriber to verify the identity of exempted parties prior to writing an offer to purchase for the property.

## **Section 5.13 Compensation**

All Listings must include an offer of compensation to cooperating Participants and the Listing Agreement must contain the Seller's written authorization to compensate cooperating Participants. Offers of compensation are unconditional.

### **Section 5.13.1 Structured Compensation Terms**

Compensation must be expressed as a percentage of the gross price, a flat fee or combination of either or both. Compensation may be structured as agreed to by the Seller and the listing broker provided the amount of compensation can be calculated by a cooperating broker at the time an offer is prepared. The details or formula needed to calculate structured compensation must be entered in the Structured Comp Terms field. This field may not be used to alter or condition an offer of compensation or for bonus information.

## **Section 5.14 Listing Price Specified**

The full gross list, lease or exchange price must be stated in the Listing Agreement and entered as the Listing Price in the CVR MLS Database, unless the property is subject to auction. Agents may not enter a listing at a price the Seller is not willing to accept assuming all other terms and

conditions meet the Sellers specifications set forth in the listing agreement.

The listing price for auction properties shall be the opening bid price, tax assessment, appraisal, or in the case where the property is available for sale pre-auction, the minimum price the Seller will accept pre-auction. The basis for the list price shall be stated in the Remarks section of the listing.



**Practice Note: A VA Auctioneers license is required to offer real estate for sale by auction and to advertise the terms and conditions of an auction.**

### ***Section 5.15 Listing Termination Date***

Listings filed with CVR MLS must have a specific termination date as negotiated between the Listing Participant and the Seller.

### ***Section 5.16 Possession Date***

The Listing Agreement must specify either a specific possession date or the number the days between settlement date and delivery of possession of the property.

### ***Section 5.17 Participant or Subscriber as Principal***

If a Participant or Subscriber has any ownership interest in a listed property entered into the CVR MLS MATRIX system, that ownership interest must be disclosed by entering "Y" in the Owner Agent field.

### ***Section 5.18 Participant or Subscriber as Purchaser***

If a Participant or Subscriber wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the Listing Participant not later than the time an offer to purchase is submitted.



**Practice Note: VA law and the NAR Code of Ethics require licensees to disclose their status as a real estate salesperson or broker when purchasing or selling real property.**

### ***Section 5.19 Personal Property***

Personal property to be included with the sale of real property shall be noted in the Listing Agreement and entered in the appropriate MLS Database field.

### ***Section 5.20 Contingent Conditions or Special Terms***

Any and all contingent conditions or special terms of sale or lease must be included in the Listing agreement and noticed to all Participants and Subscribers in Agent Remarks or uploaded as a listing attachment. CVR MLS will not accept any Listing Agreement that stipulates offers to purchase are contingent upon the Seller finding a new home unless there is a definite date or number of days after acceptance of an offer to purchase by which the Seller agrees to find a new home. Any terms, conditions or stipulation which would prevent a Seller from being ready, willing and able to sell or lease the listed property must be designated in the contingency field and described in the "Agent Only Comments" field.

### ***Section 5.21 Reporting Contingency Resolution***

The Listing Participant shall enter any change in the status of a contingency within five (5) days of the contingency being fulfilled or removed.

## **Section 5.22 Multiple Unit Properties**

All Multiple Unit properties that are to be sold, leased or exchanged or which may be sold, leased or exchanged on an individual unit basis must be identified as such in the Listing Agreement and separately entered into the MLS Database.

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## Section 5.23 Listing Changes

Any change to an original Listing price, terms or conditions shall be made only when authorized in writing and signed by the Seller. Changes must be made in the MLS Database within five (5) days of receipt of Sellers written authorization.

## Section 5.24 Listing Withdrawal Prior to Expiration

Listings may be withdrawn from the MLS by the Listing Participant prior the Listing expiration date.



**Practice Note: Temporarily Withdrawn denotes a listing that is still subject to a valid listing agreement but is not available for sale or a listing where the listing Broker has agreed to provide the owner with a conditional release. Participants and Subscribers may not solicit listings while they are temporarily withdrawn status.**

**Participants and Subscribers are no longer required to provide CVR MLS with a copy of the Sellers instructions to withdraw the listing from the market at the time the listing status is changed. However, documentation of such written authorization is subject to audit and verification by CVR MLS.**

## Section 5.25 Listing Release Prior to Expiration

If a Listing Participant and a Seller, by mutual written agreement, release an Exclusive Right to Sell or Exclusive Agency Listing prior to the expiration of the agreement, the Listing Participant must change the status of the Listing to "released" in the CVR MLS MATRIX system within five (5) days of the release ratification.

Sellers do not have a unilateral right to require CVR MLS to remove a Listing from Active status without the Listing Participant's concurrence. However, when a Seller can document that his exclusive relationship with the Listing Participant has been terminated or released, CVR MLS shall remove the Listing from Active status at the request of the Seller.

## Section 5.26 ~~Manipulation of Days on Market~~ *(Repealed 6/2019)*

~~Withdrawal and re-entry of a Listing as a marketing tool or in an attempt to alter or reset the days on market information is prohibited.~~

## Section 5.27 Expiration, Extension, and Renewal of Listings

Any Listing filed with CVR MLS will automatically expire on the termination date specified in the Listing Agreement, unless renewed or extended by the Listing Participant and the new expiration date is entered in the MLS system prior to midnight of the original expiration date. Once the expiration date has past, only CVR MLS staff has the ability to change the expiration date.



**Practice Note: Participants and Subscribers are no longer required to provide CVR MLS with the Sellers authorization to extend a listing at the time the listing expiration date is modified. However, documentation of such written authorization, signed by the Seller, is subject to audit and verification by CVR MLS. The same applies to releases and withdrawals.**

## Section 5.28 Solicitation of Listings

Participants and Subscribers shall not solicit the owner of a property currently filed with CVR MLS unless such solicitation is consistent with Article 16 of the REALTOR® Code of Ethics, its Standards of Practice, and its case Interpretations.

## Section 5.29 Listing Duplication

Participants and Subscribers shall not enter duplicates of active Listings. When a property has been previously listed with another Participant, the new Listing Participant and/or Subscriber shall verify that the previous Listing entry is no longer active prior to submitting the property data. Duplicate Listing Content entry under multiple property types is also prohibited.

## Section 5.30 Pre-construction/To Be Built Homes

**Pre-Construction/ To Be Built Homes.** Pre-construction homes may be entered into the CVR MLS database under the Residential property type, provided:

- A.** The lot owner has executed a listing agreement with a CVR MLS Participant for the sale of the lot. ~~Additionally, if~~
  - 1. If the lot owner is not the builder, there must be a contractual agreement in place between the lot owner and a builder that grants the builder an interest in the lot.-
  - ~~+2.~~ If there is no contractual agreement in place between the lot owner and the builder, the listing does not qualify for MLS submission.
- B.** Listings under a Blanket or Master Agreement with the listing firm shall include an exhibit or addendum of the lots to be included under such agreement and identified accordingly (either by lot number, address, PID, if known.)
  - 1. If all lots under a Blanket or Master Agreement will not be entered into the MLS within three (3) days of the ratification of the listing agreement, the Agreement should be submitted to CVR MLS as an Office Exclusive, as set forth in Section 5.9 of these Rules.
- B.C.** The list price ~~must include~~includes the price of the lot and the residential structure to be built.
- C.D.** The first words in the Public Remarks field must state “Within seven (7) days of a ratified Purchase Agreement, the Pre-Construction, ~~To~~/New Construction shall be ~~built.~~” entered into the MLS.
  - 1. Pre-Sale/New Construction entries may use the ratification date on the Purchase Agreement as the List Date.
  - 2. Listing information, including list price, may be changed up until the listing is closed in the MLS.
- E.** The listing agent shall complete all the required fields on the listing input form.
- D.F.** The first photo ~~must~~shall be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public Remarks and Agent Only Comments.
- G.** Days on Market (DOM) will not accrue for New Construction listings.

## Section 5.31 Auction Properties

All auction listings entered into the MLS must be subject to a valid listing agreement signed by the owner of the property and contain a list price; unconditional offer of cooperative compensation from the Listing Participant, as set forth in these Rules and Regulations and provide for agency pursuant to Virginia law during the time the listing is active in the MLS.

Note: A VA Auctioneers license is required to auction real property and publicly advertise the terms, conditions and other details of a real estate auction.

The following auction information must be included in the Remarks field:

1. a statement identifying the listing as a property subject to auction;
2. an explanation of the basis for the list price (tax assessment, appraisal, opening bid); and
3. whether or not the seller will accept an offer to purchase prior to the scheduled auction.

The information referenced in items (i)-(viii) below is prohibited in the remarks field. The following information may be entered in the Agent Only Remarks field:

- i. Any required procedures for Participants/Subscribers to register their representation of a potential bidder
- ii. The date, time and place of the auction
- iii. The terms and conditions of the auction
- iv. Whether the auction is being conducted with or without the seller's reserve
- v. The time or manner in which potential bidders may inspect the listed property
- vi. The amount of Buyer premium, if any
- vii. Any other material rules or procedures for the auction
- viii. Auction Company URL

When a property is no longer available for purchase prior to auction ("freeze" or "auction status") the listing must be placed in temporarily withdrawn or released status. In the event the auction is unsuccessful and there is still a valid listing agreement in place, the listing may be restored to active status.

### ***Section 5.32 Co-Exclusive Listings***

Co-Exclusive Listings may be entered into the MLS Database providing the co-listing firm and agent are active Participants/Subscribers of one of the Virginia MLS Cooperative MLS's. Only one (1) occurrence of the Listing shall be entered into the CVR MLS Database. The CVR MLS Participant/Subscriber who enters the Listing data will be solely accountable for the accuracy of the Listing content and compliance with these rules and regulations. Co-listings with brokers/agents who are not Participants/Subscribers of one of the Virginia MLS Cooperative MLS's are not eligible for MLS submission.

### ***Section 5.33 Re-Use of Listing Photos and Content***

The copying or re-use of another Participant or Subscribers photo and/or Listing content for any purpose is expressly prohibited unless written consent is obtained from the original Listing Participant/Subscriber.

### ***Section 5.34 Septic Systems and Bedroom Count***

When listing residential property for sale or for lease that is served by a septic system, the total number of bedrooms entered in the MLS may not exceed the number of bedrooms indicated on the approved septic permit.

### ***Section 5.35 HUD/Foreclosure Listings***



Special instructions/limitations/restrictions for offer submittal must be disclosed in the “Agent Only Comments” field or uploaded as an attachment to the listing.

### **Section 5.36 Compliance Audits**

CVR MLS Listings are randomly audited for compliance with these Rules and Regulations. The Participant representing a Listing selected for audit will receive a written request to submit a copy of the Listing agreement or other documentation. The requested agreement must be e-mailed, faxed or personally delivered to CVR MLS within three (3) days of the date of the request. Submitted Listing agreements are reviewed for accuracy and compliance with CVR MLS Rules and Regulations. The CVR MLS Committee may also request copies of Listing Agreements.

## **ARTICLE 6: COOPERATIVE COMPENSATION**

The Central Virginia Regional MLS, LLC (CVR MLS) and CBRAR Property Services, Inc. (CBRAR PS), are members of the Virginia MLS Cooperative. In filing a property with CVR MLS, the Participant of the service is making blanket unilateral offers of compensation to the other MLS participants of CVR MLS and CBRAR PS, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

Entitlement to compensation is determined by the cooperating Participant's performance as procuring cause of the sale (or lease). While offers of compensation made by Listing Participants to cooperating Participants through CVR MLS and CBRAR PS are unconditional, a Listing Participant's obligation to compensate a cooperating Participant who was the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the Listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing Participant to collect a commission pursuant to the Listing agreement. In such instances, entitlement to cooperative compensation offered through CVR MLS and CBRAR PS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the Listing Participant to collect some or all of the commission established in the Listing agreement; at what point in the transaction did the Listing Participant know (or should have known) that some or all of the commission established in the Listing Agreement might not be paid; and how promptly the Listing Participant communicated to cooperating Participants that the commission established in the Listing agreement might not be paid.

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

- A) If the disputants are members of the same Association of REALTORS® or have their principal place of business within the same Associations territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association of REALTORS®
- B) If the disputants are members of different Associations of REALTORS or their principal place of business is located within the territorial jurisdictions, they remain obligated to arbitrate in accordance with the procedures of the Virginia REALTORS®

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with the

Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the national Association of REALTORS® Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Association of REALTORS®

### ***Section 6.1 Cooperating Participant Compensation***

The Listing Participant shall specify in all appropriate MATRIX Database fields, the compensation offered to other Participants for their services acting as, buyer agents, or in other agency or non-agency capacities as defined by law in the sale, lease or exchange of such Listing. The Listing Participant retains the right to determine the amount of compensation offered to other cooperating Participants, which may be the same or different than the Listing Participant's compensation.

### ***Section 6.2 Compensation Remarks: Deleted 5/2/13***

### ***Section 6.3 Forms of Compensation***

Compensation shall be shown in one of the following forms:

- a.) A percentage (%) of the gross sale lease or exchange price. In the case of rental properties, the percentage shall be based on the first month's rental amount, or
  - b.) A definite dollar (\$) amount.
  - c.) Structured compensation
-

## **Section 6.4 Modified Compensation**

The Listing Participant shall not be precluded from offering any cooperating Participant compensation other than the compensation published in the MLS Database provided the Listing Participant informs the other Participants in advance of their submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in CVR MLS.

## **Section 6.5 Dual/Variable Compensation Arrangements**

The existence of a dual or variable rate compensation arrangement must be noticed to other Participants and Subscribers by placing a "Y" in the appropriate compensation field. The Listing Participant shall in response to inquiries from potential cooperating Participants and Subscribers disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the Seller. If the cooperating Participant or Subscriber is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client submits an offer to purchase or lease.

## **Section 6.6 Reference to Additional Properties**

An offer of compensation shall apply to Listings formally entered into the CVR MLS MATRIX system, and shall not apply to any other listing. A cooperating Participant shall not assume the offer of compensation entered for a CVR MLS Listing will apply to a property referenced in the "Remarks" section of the Listing. The cooperating Participant or Subscriber must inquire of the Listing Participant or Subscriber as to what compensation, if any, is being offered for the sale of such referenced property.

# **ARTICLE 7: SHOWING AND SELLING PROPERTIES**

## **Section 7.1 Showings and Negotiations**

All dealings concerning property exclusively listed, or with buyers/tenants, who are exclusively represented, shall be carried on with the Listing Participant, and not with the customer, except with the consent of the Listing Participant or when such dealings are initiated by the clients or customers. Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker. Only the sign of the listing broker may be placed on the property.

Appointments for showing and negotiations with the Seller for the purchase of listed property filed with the CVR MLS shall be conducted through the Listing Participant except under the following circumstances:

- A.** The Listing Participant gives the cooperating Participant specific written authority to show and/or negotiate directly, or;
- B.** If, after a reasonable effort, the cooperating Participant/Subscriber cannot contact the agent contact listed in the MLS, the Cooperating Participant/Subscriber may contact the Firm broker to make arrangements for showing access or offer presentation.



**Practice Note: Cooperating Participants and Subscribers may not contact the Seller of a property or access a lockbox installed on the property unless the Listing contains stated instructions to go direct and use the lockbox or contact Seller/tenant directly.**

## **Section 7.2 Presentation of Offers**

The Listing Participant shall make arrangements with the Seller to present an offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so.

## **Section 7.3 Submission of Subsequent Offers**

The Listing Participant shall submit to the Seller all written and verbal offers (including offers received after a contract has been signed) until closing or lease ratification unless precluded by law, government rule, regulation, or as agreed otherwise in writing between the Seller and the Listing Participant/Subscriber. Unless the subsequent offer is contingent upon the termination of the existing contract, the Listing Participant shall recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

## **Section 7.4 Counter Offers**

Participants and Subscribers 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 or lease has been terminated.

## **Section 7.5 Rights of Cooperating Participant**

The Cooperating Participant has the right to participate in the presentation to the Seller of any offer he/she secures to purchase or lease. The Cooperating Participant does not have the right to be present at any discussion or evaluation of that offer by the Seller and the Listing Participant. However, if the Seller gives written instructions to the Listing Participant that the Cooperating Participant not be present when an offer the Cooperating Participant secured is presented, then the Cooperating Participant has the right to receive a copy of the Seller's written instructions. Where the Cooperating Broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. None of the foregoing diminishes the Listing Participant's right to control the establishment of appointments for such presentations.

## **Section 7.6 Right of Listing Participant in Presentation of Counter-Offer**

The Listing Participant has the right to participate in the presentation of any counter-offer made by the Seller. The Listing Participant does not have the right to be present at any discussion or evaluation of a counter offer by the purchaser or Lessee. However, if the Purchaser or Lessee gives written instructions to the Cooperating Participant/Subscriber that the Listing Participant not be present when a counter-offer is presented, then the Listing Participant has a right to receive a copy of the Purchaser's or Lessee's written instructions. None of the foregoing diminishes the Cooperating Participant's right to control the establishment of appointments for such presentations.

## **Section 7.7 Advertising – Moved to 4.9.4**

## **Section 7.8 Sold/Contract Pending Signs**

Prior to closing, the "Sold" or "Contract Pending" signs of the selling Participant may not be placed on a property, unless the Listing Participant authorizes the Cooperating Participant to post such a sign.

## **Section 7.9 Distribution of Tax Record Information**

Participants/Subscribers are permitted to advertise public tax record information pertaining to closed transactions.

## **Section 7.10 Reporting Pending Sales**

All ratified offers to purchase, exchange or lease must be reported to CVR MLS and the new Listing status change entered into the MLS Database. All transactions should be pended promptly, but not later than Five (5) days from contract, exchange or lease ratification. The Listing Participant should exercise discretion in revealing the sale or lease price prior to settlement. CVR MLS does not accept responsibility for the disclosure of such information.

If negotiations were carried on under Section 7.1 A or B of these Rules and Regulations, the Cooperating Participant shall report contract ratification to the Listing Participant within five (5) days after the occurrence and the Listing Participant/Subscriber shall report the pending status to the MLS within five (5) days of receiving notice from the cooperating broker.

## **Section 7.11 Repealed 8/12/11**

## **Section 7.12 First Right of Refusal**

Listings subject to a ratified contract containing a First Right of Refusal contingent upon the sale of real property may remain active in the MLS database. The contingency field must be completed and the details of the first right entered into agent only remarks within five (5) days of contract ratification. Once the First Right of Refusal contingency has been removed, the listing status must be updated to pending within five (5) days of the contingency removal. Rev 4/17

## **Section 7.13 Reporting Cancellation of Pending Status**

Listing Participant/Subscriber shall restore a Listings active status within five (5) days of the cancellation of any pending sale, exchange or lease. Cancellation of the pending status shall mean:

- i. A written release of the purchase agreement, exchange contract or lease has been executed by all parties; or
- ii. The purchase agreement, exchange contract or lease has been terminated as permitted by the terms of such document. The Listing shall only be returned to active status if a valid Listing Agreement is still in effect.

As used in this section, "terminated" shall mean:

- i. A mutual termination, executed by all parties of the purchase agreement, exchange contract or lease
- ii. A written notice of termination from one party to the other party as permitted under the terms and conditions of the purchase agreement, exchange contract or lease; or
- iii. The expiration or automatic termination of the purchase agreement, exchange contract or lease as provided by an expiration date or other specified language that automatically terminates the purchase agreement, exchange contract or lease without necessity of notice by either party.

When a transaction involves a Cooperating Participant the identity of that cooperating party shall be entered in the MLS Database when the Listing status is changed to pending.



**Practice Note:** Listing participants/Subscribers may return a listing to active status **ONLY** after a release has been executed by the purchaser and seller or the contract has been legally terminated and no longer in effect. Sellers have no authority to request or demand that a listing be returned to active status in the MLS. Properties subject to a valid purchase offer must remain in Pended status until one of the aforementioned actions occurs.

### ***Section 7.14 Reporting Sales to the Service***

When a sale or exchange has closed or a lease has been signed, the Listing Participant shall change the Listing status to sold/leased in the MLS Database within seven (7) days of settlement or lease.

If negotiations were carried on under Section 7.1 A or B of these Rules and Regulations, the Cooperating Participant shall report settlement to the Listing Participant within seven (7) days after occurrence and the Listing Participant/Subscriber shall report them to the MLS within seven (7) days of receiving notice from the cooperating broker.

### ***Section 7.15 Reporting Refusal to Sell***

If any Seller refuses to accept a written offer satisfying the terms and conditions stated in the Listing Agreement, such fact shall be reported in writing to CVR MLS within three (3) days of such refusal. CVR MLS will disseminate the information to all Participant's/Subscriber's.



**Practice Note:** Sellers cannot be required to accept an offer to purchase. However, all listings must contain a valid listing price authorized by the Seller in a listing agreement between the Seller and the Listing participant.

## **ARTICLE 8: SERVICE SUBSCRIPTIONS, FEES AND CHARGES**

Eligible Participants, as defined in Article 2 of these rules and regulations may apply for CVR MLS services, subject to the payment of all applicable fees and charges. Licensees affiliated with a CVR MLS Participant broker may, but are not required to, subscribe for MLS services.

### **Section 8.1 Firm Application Fee**

A firm application fee is required for all new firms and branch office applications.

### **Section 8.2 Quarterly Fee**

Quarterly service fees are assessed, in advance, for each Participant, Subscriber and Administrative User access subscription. Service fees are due upon posting to the User's online account. If service fees are not paid by 5:00 PM on the last day of the month in which the fees are posted, User service access will be terminated.

### **Section 8.3 Re-Application Fee**

A re-application fee will be assessed for any Participant or Subscriber who re-applies for CVR MLS access following termination. If a terminated Participant re-applies for re-activation of CVR MLS access, a new firm fee will be required in addition to the Participants re-activation fee.

### **Section 8.4 Additional Fees**

Other fees and charges for CVR MLS access and services may apply. Fees and charges are established by the CVR MLS Board of Directors and published in the CVR MLS Schedule of Fees and Charges.

### **Section 8.5 Fee Increases**

Service fees may be increased from time-to-time at the sole discretion of the CVR MLS Board of Directors.

### **Section 8.6 Voluntary Service Termination.**

A Participant's or Subscriber's voluntary termination of CVR MLS access shall become effective when written notice is received by CVR MLS.

### **Section 8.7 Unpaid Fines**

If a Participant or Subscribers MLS access is terminated (whether voluntary or involuntary) and there are outstanding fines owed by the Participant or Subscriber, all fines must be paid in full before an application to restore MLS access will be processed.

### **Section 8.8 Listings of Terminated Subscribers**

If a Subscribers CVR MLS service access is terminated for failure to pay applicable fees, fines or charges and the Subscriber has active Listings in the system, the Participant holding the terminated Subscribers license shall within ten (10) days of notification of termination of the Subscriber service designate a new Subscriber for the active Listings. In the event the Principal Broker Participant does not designate a new Subscriber, the active Listings will be placed in the name of the Participant.

## **Section 8.9 Listings of Terminated Participants**

If a Participant has been terminated from membership with one of the REALTOR® Associations affiliated CVR MLS and/or failure to pay appropriate dues, fees, fines or charges, CVR MLS is not obligated to provide MLS services, including continued inclusion of the Terminated Participant's Listings in the MLS compilation of current Listing information. Prior to any removal of a Terminated Participant's Listings from the MLS, the terminated Participant will receive ten (10) days written notice of the intended removal so that the terminated Participant may advise his clients.

In the event a Participant services are terminated, access for all access for Subscribers affiliated with the terminated Participant will be terminated.

## **Section 8.10 Listings of Suspended Participants**

When a CVR MLS Participant is suspended from CVR MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all Listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by CVR MLS beyond the termination date of the Listing agreement in effect when the suspension became effective. Participants whose MLS access is suspended are not entitled to refund or credit of service fees for the period of time they do not have access to the CVR MLS system.

## **Section 8.11 Listings of Suspended Subscribers**

When a CVR MLS Subscriber is suspended from CVR MLS for failure to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), the affiliated Principal Broker/Participant shall receive ten (10) days notice to designate an active Subscriber as the Listing agent for all listings in the name of the Suspended Subscriber. In the event the Principal Broker/Participant does not designate a new Subscriber, the active Listings will be placed in the name of the Participant. Subscribers whose MLS access is suspended are not entitled to refund or credit of service fees for the period of time they do not have access to the CVR MLS system.

## **Section 8.12 Listings of Expelled Participants**

When a CVR MLS Participant 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 Participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by CVR 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 will receive ten (10) days written notice of the intended removal so that the expelled Participant may advise his clients.



# **ARTICLE 9: COMPLIANCE AND ENFORCEMENT PROCEDURES**

## **Section 9.1 Deleted May, 2014**

### **Section 9.2 Violation Reporting**

Violations of CVR MLS Rules and Regulations are discovered in several ways. Regular audits are performed by CVR MLS staff, but peer review also plays an important part in identifying inconsistencies and non-compliance. Participants and Subscribers may report alleged violations by using the Report a Listing function in Matrix or by calling 804.422.5000.

### **Section 9.3 Authority to Impose Sanctions**

By becoming and remaining a participant or subscriber in CVR MLS, each Participant and Subscriber agrees to be subject to the rules and regulations and any other CVR MLS governance provision. CVR 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 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. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

### **Section 9.4 Notice of Violation**

If CVR MLS staff determines that a violation of the Rules and Regulations has occurred a Notice of Violation will be emailed to both the Participant and Subscriber. The notice will specify the violation and indicate that the violation recipient has five (5) days correct the violation or submit documentation that the finding of violation is incorrect. Violations of MLS rules that are time sensitive, including but not limited to listing entry and status updates are not correctable and will be issued immediate fines.

CVR MLS distributes all violation and fine notices via e-mail. All Participants and Subscribers are required to provide CVR MLS with a valid contact email address. Not having an e-mail address or having an incorrect email address on file with CVR MLS does not excuse a Participant or Subscriber from their responsibility to pay assessed MLS fines or respond to notices within the specified time periods.

### **Section 9.5 Multiple Violations**

Multiple Violations of the CVR MLS Rules and Regulations - If a Participant or Subscriber has six (6) or more un-refuted Notices of Violation within a calendar month, or six (6) violations of the same rule within a in a calendar year the Participant or Subscriber will be fined \$ 500.00. This fine will



apply regardless of whether the underlying violations were corrected and/or a fine was assessed for the individual violations.

**Practice Note: The goal of the MLS compliance process is to maintain the quality and integrity of the MLS database. The intent of Section 9.5 is to address repeat violations of the same rule and patterns of consistent rule violation. The violation count includes violations that are corrected within five (5) of receipt of a violation notice. So it is important to respond to all violation notices promptly and to notify the MLS if you dispute the finding of violation. The I Check software will occasionally recognize some data or lack thereof as a violation. In the case of this sort of false positive situation, you should respond to the notice and provide an explanation.**

## **Section 9.6 Notice of Fine**

If a violation is corrected within five (5) days of the date of the Notice of Violation, or satisfactory evidence refuting the alleged violation is submitted to CVR MLS staff within Participant's days of the date of the Notice of Violation, the fine will be dismissed. However, repeated violation of CVR MLS Rules and Regulations may result in other fines. (See Section 9.5 Multiple Violations).

If the Participant or Subscriber fails to correct the violation(s) within Participant's days of the Notice of Violation or submit satisfactory evidence refuting the alleged violation a "Notice of Fine" will be e-mailed to both the Participant and Subscriber. The violation must be corrected and the fine paid within five (5) days from the date of the Fine Notice subject to the Respondents right to request a hearing before the CVR MLS Compliance Committee. If the Participant or Subscriber fails to pay an assessed fine or to request a hearing within five (5) days of the Notice of Fine, the Participant or Subscriber found to be in violation will be suspended from CVR MLS and [SUPRA CVR MLS](#) Lockbox system until the violation has been corrected and the fine has been paid.

## **Section 9.7 Violation Review Hearings**

If the recipient of a Notice of Fine wishes to dispute the finding of a violation or the sanction imposed, they may request a review within five (5) days of the date of the Notice of Fine. The review request should include the Notice of Fine, the reason he or she is disputing the finding of violation and/or fine and any relevant supporting documentation.

Violation review hearings will be conducted in accordance with the procedures outlined in the NAR Code of Ethics and Arbitration Manual. A \$250 administrative fee will be assessed if the violation(s) which are the subject of the hearing are determined to be valid by a hearing panel and/or the CVR MLS Board of Directors.

## **Section 9.8 Appeals**

If an MLS Participant or Subscriber found in violation of the CVR MLS Rules and Regulations wishes to appeal an enforcement decision, fine or disciplinary action imposed by the CVR MLS Compliance Committee they may do so by submitting a request for an appeal to the CVR MLS Board of Directors within ten (10) days of the date of the decision or assessment of a fine(s) or discipline. The decision of the CVR MLS Board of Directors shall be final. An administrative fee of \$250 must accompany all appeal requests. If the CVR MLS Board of Directors reverses the hearing panels enforcement decision the administrative fee of \$250 and original hearing fee shall be refunded. Amended 6/13

## **Section 9.9 Lockbox Key Violations**

Article 12 of the Rules and Regulations sets out the fines, penalties and procedures for violations of Lockbox security and Keyholder conduct. Lockbox security and Key violations are not considered correctable violations and are subject to immediate fines.

### **Section 9.10 Breach or Threatened Breach**

In the event of a breach or threatened breach by a Participant or Subscriber of any provision of these Rules and Regulations or other applicable Association Bylaw, CVR MLS shall be entitled to an injunction restraining the Participant and/or Subscriber from continuing with such breach or prohibiting the threatened breach. Nothing herein shall be construed as prohibiting CVR MLS from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of monetary damages from the Participant and/or Subscriber. If an injunction, remedy, finding, judgment or award is granted to CVR MLS against a Participant and/or Subscriber, such Participant and/or Subscriber shall be liable for all of CVR MLS attorney's fees, court costs and expert witness expenses.

## **ARTICLE 10: VIRTUAL OFFICE WEBSITE "VOW" POLICIES**

### **Section 10.1 VOW Defined**

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

### **Section 10.2 MLS Listing Display**

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.

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").

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.

CVR MLS prohibits the electronic display of other Participants and Subscribers listings outside the context of the Internet Data Exchange (IDX) and Virtual Office Website (VOW) policies and rules. Amended 8/13

### **Section 10.3 Retrieval of Data**

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:

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

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

- (d)** If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- (e)** The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
  - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant
  - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use

- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
  - v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- (f) 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.
- (g) The terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' Listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

### **Section 10.4 Contact Information Requirement**

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

### **Section 10.5 MLS Listing Information Security**

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

### **Section 10.6 Internet and Address Display**

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

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

**Seller Opt-Out Form**

**Please check either Option a or Option b**

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

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

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

\_\_\_\_\_ Initials of Seller

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

### **Section 10.7 Comments and AVMs**

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

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

(b) Notwithstanding the foregoing, at the request of a Seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any Listing of the Seller. The Listing broker or agent shall communicate to 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, a Participant's VOW may communicate the Participant's professional judgment concerning any Listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the Seller."

### **Section 10.8 Responsibility to Maintain Accurate Information**

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

### **Section 10.9 Requirement to Refresh MLS Listing Information**

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

### **Section 10.10 Limitation of Use**

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

### **Section 10.11 Privacy Policy**

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

### **Section 10.12 Criteria for Excluding Listings**

A Participant's VOW may exclude Listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by Listing broker, and whether the Listing broker is a REALTOR®.

### **Section 10.13 MLS Notification Requirement**

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

### **Section 10.14 Participant Accountability**

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.

### **Section 10.15 Restricted Information**

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

- a. The compensation offered to other MLS Participants.
- 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. Expired and withdrawn listings. Rev 3/16

### **Section 10.16 Manipulation of MLS Listing Information**

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

### **Section 10.17 Disclaimer Requirement**

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 10.18 Co-Branding of MLS Information**

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 10.19 Information from Other Sources**

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 10.20 License Agreement Required**

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

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## **ARTICLE 11: INTERNET DATA EXCHANGE (IDX) POLICY**

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

### **Section 11.1 Display Authorization**

Participants' consent for display of their active 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.

CVR MLS prohibits the electronic display of other Participants and Subscribers listings outside the context of the Internet Data Exchange (IDX) and Virtual Office Website (VOW) policies and rules. Amended 8/13

### **Section 11.2 Participation**

Participation in IDX is available to all Participants who are engaged in real estate brokerage and who consent to display of their Listings by other Participants.

#### **Section 11.2.1 IDX Site Accessibility**

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 regulations. Upon receipt of a written request from a Participant, in a form acceptable to CVR MLS, CVR MLS will grant to the Participant, a non-principal broker or sales licensee affiliated with the MLS participant, or a Vendor for an IDX Participant, a license to display the IDX Listings subject to these Rules and Regulations, and the terms of any applicable license agreement. CVR MLS has no obligation to grant a license to an IDX Participant or Participants Vendor who does not enter into a license agreement acceptable to CVR MLS. Any IDX Participant using a third party vendor to maintain their IDX display web site must enter into a written license agreement with CVR MLS and the Vendor in a form approved by CVR MLS.

## **Section 11.2.2 Use of IDX Listings**

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.

## **Section 11.2.3 Internet and Address Display**

Listings including property addresses can be included in IDX displays except where a Seller has directed their Listing brokers to withhold their Listing or the listing's property address from all display on the Internet including, but not limited to, publicly accessible web sites or VOW's.

## **Section 11.2.4 Criteria for Excluding Listings**

Participating Brokers may select the Listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location, list price, type of property, cooperative compensation offered by Listing brokers, type of Listing, or the level of service being provided by the Listing firm. Selection of Listings displayed through IDX must be independently made by each Participant.

## **Section 11.2.5 Requirement to Refresh IDX Listing Information**

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

## **Section 11.2.6 Unauthorized Distribution**

Except as provided in IDX policy and these rules an IDX site 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.

## **Section 11.2.7 Required Disclaimer**

Any IDX display controlled by a Participant or Subscriber must include in a readily visible color and typeface not smaller than the median used in the display of IDX Listings the following: *All or a portion of the multiple Listing information is provided by the Central Virginia Regional Multiple Listing Service, LLC, from a copyrighted compilation of Listings. All CVR MLS information provided is deemed reliable but is not guaranteed accurate. The compilation of Listings and each individual Listing are ©[insert current year here] Central Virginia Regional Multiple Listing Service, LLC. All rights reserved.*

Any IDX display controlled by a Participant or Subscriber must identify the name of the brokerage firm under which the IDX Participant operates 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.

Any IDX display controlled by a Participant or Subscriber must identify the Listing brokerage firm in a readily visible color and typeface not smaller than the median used in the display of the IDX Listing data.

CVR MLS reserves the right to determine the data fields, property status, and Listing types that may be displayed on the IDX Participant's web site and their IDX Agent's web site, and other publicly accessible web sites.

## **Section 11.2.8 Comments and Automated Valuation Models (AVM)**

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, 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 participants' websites.

Except for the foregoing and subject to Section 11.2.9, a Participant's IDX site may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller.

## **Section 11.2.9 Contact Information Requirement**

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.

## **Section 11.2.10 Co-mingling of IDX Listings**

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.

## **Section 11.3 Display**

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

### **Section 11.3.1 Restricted Content**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. A Participant's IDX display may not make available for search any of the following information:

- a. The compensation offered to other MLS Participants.
- 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. Expired and withdrawn listings Rev 3/16

### **Section 11.3.2 Manipulation of Listing Content**

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.Rev.3/16

### **Section 11.3.3 Listing Firm Identification**

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. thumbnails, text messages, tweets, etc. of 200 characters or less are exempt from this requirement but only when linked directly to a display that includes all of the required disclosures.

### **Section 11.3.4 Subscriber IDX Display**

Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their web sites subject to their Participants content and control and the requirements of state law and regulation.

A Subscriber affiliated with an IDX Participant may display IDX Listings on their web sites subject to these additional terms and conditions:

If a Subscriber affiliated with an IDX Participant wishes to access to the IDX program, they must have the written permission of the IDX Participant, in a form acceptable to CVR MLS.

The Subscriber affiliated with an IDX Participant (A) may, if the IDX Participant has an IDX display web site, frame without manipulation the IDX Listings portion of the IDX Participant's web site, or (B) if the IDX Participant does not have an IDX Listings web site the Subscriber may frame without manipulation the IDX Listing display web site maintained by CVR MLS, or (C) with the Participant's permission the Subscriber may frame without manipulation the IDX Listing display web site maintained by CVR MLS even if the Participant has an IDX web site, or (D) the Subscriber may display IDX Listings on a web page designed by a Vendor on behalf of the Subscribers IDX Participant for use by all Subscribers affiliated with the respective IDX Participant.

### **Section 11.3.5 Information Source Acknowledgement**

All listings displayed pursuant to IDX shall show the MLS as the source of the information

### **Section 11.3.6 Restriction of Use**

Participants and affiliated Subscribers (if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that 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. Displays of minimal information (e.g. thumbnails, text messages, tweets, etc of 200 characters or less are exempt from this requirement but only when linked directly to a display that includes all of the required disclosures.

## Section 11.3.7 Restricted Listings

Display of expired and withdrawn, listings is prohibited.

## ARTICLE 12: **SUPRA**SENTRILOCK® LOCKBOX AND **KEY**HOLDERSERVICES AUTHORIZED USER RULES

Active CVR MLS Listings\* where lockbox service is requested and authorized by a Seller must have a CVR MLS approved lockbox. This rule does not require the use of a lockbox nor preclude the use of additional lockboxes authorized by the Seller, including combination boxes and lockboxes from other MLS's or Associations.

If an active listing indicates Lockbox Call Agent, Lockbox Call Owner or Lockbox Go Direct or Lockbox Call Tenant the serial number of a CVR MLS approved lockbox must be entered into the LB Serial # field in MATRIX, within 3 days of the MLS listing entry date. Note: Lockbox serial numbers must be the actual number of the box in the listing. Violation of this rule including failure to enter the lockbox serial number or entry of an invalid or duplicate lockbox serial number will result in a \$250 fine.

If a contractor lockbox is installed on a listing in addition to a CVR MLS approved lockbox, the presence and location of the contractor box may be entered in Agent Only Comments and/or Showing Instruction fields. However, combination codes for contractor lockboxes may not be entered in any field within the MLS system.

CVR MLS approved lockbox use is not required for Rental Listings and Listings outside the CVR MLS jurisdiction.

### Section 12.1 Definitions

- ~~A. Lockbox System~~ is the ~~lock box supported by the Supra Information System.~~
- ~~B.A. SentiLock® Bluetooth® REALTOR® Lockbox Series System~~ is the ~~Supra Information System supporting and includes, but is not limited to,~~ the Lockbox, SentiSmart and SentiConnect.
- ~~B. Key is the Active Key~~ Lockbox is the Bluetooth® REALTOR® Lockbox supported by the Lockbox System.
- ~~C. Authorized User~~ or ~~e KEY Software or any future product introduced by Supra.~~
- ~~D.C. Key Holder or Holder User~~ is a real estate licensee ~~or~~ licensed appraiser who subscribes to the ~~Lockbox System and executes an Authorized User Agreement with~~ CVR MLS ~~SUPRA lockbox key service.~~
- ~~D. SentiSmart™~~ is the mobile application that allows Authorized Users to perform lockbox and Lockbox System functions from compatible mobile devices.
- ~~E. SentiConnect™~~ is a managed access system that allows an Authorized User to grant time-limited access to a Lockbox.
- ~~E.F. DR~~ (Designated REALTOR®)/Participant as defined under Article 3, Section 3.1 of the CVR MLS Rules and Regulations.
- ~~F.G. CVR MLS~~ is the Central Virginia Regional Multiple Listing Service.
- ~~G.H. Person means~~ is an individual or an entity.
- ~~I. Property Key~~ means the ~~property key or property access codes or credentials used to access the property.~~

### Section 12.2 **SUPRA**SentiLock Lockbox and Key Services

CVR MLS will ~~vend SUPRA I-Box Lockboxes and~~ supply SentiLock Bluetooth® REALTOR® Lockbox ~~and~~ administer ~~Key leases for Authorized User Agreements to~~ Participants and Subscribers of CVR MLS, ~~South Central Association of REALTORS® MLS (SCAR MLS) and the CBRAR PS. All CVR MLS~~

and CBRAR PS Participants and Subscribers are eligible to lease a Supra lockbox key, subject to submissions of letters of good standing, execution of a lease agreement with CVR MLS and SUPRA and the payment of all required fees.

### **Limited Access E-key Only Service**

~~a. Licensed pest control inspectors affiliated with a CVR MLS Service Provider Company may lease a SUPRA Limited Access E-key. Limited Access E-key holders must obtain an access code from the Listing Agent in order to enter a property. Listing Agents are not required to authorize limited E-key access.~~

~~Sharing of Limited Access E-keys is strictly prohibited. Any sharing of a Limited access E-key or entry for a purpose other than a termite inspection is considered unauthorized access and a default under the term of the CVR MLS Service Provider User Agreement. CVR MLS Service Provider Limited Access E-key service may be terminated for non-payment of applicable fees and/or unauthorized use or sharing of E-keys.~~

~~Requirements: A Pest Control Company that desires access to SUPRA Limited Access e-Key service must submit proof of VDAC licensure and Quality Pro certification; a completed CVR MLS Service Provider application and Service fee. Once a Pest Control Company has been approved for limited access e-Key service, licensed inspectors affiliated with the Pest control Company may obtain a limited access E-key by executing a CVR MLS Limited Access e-Key application, a SUPRA limited access E-key agreement and payment of the activation fee.~~

~~b. Un-licensed assistants employed by CVR MLS Participants and/or subscribers may lease a SUPRA Limited Access E-key. To obtain access unlicensed Assistants must complete an application signed by the CVR MLS Participant, execute a SUPRA Limited Access e-Key agreement with SUPRA and pay all activation and user fees.~~

## **Section 12.2.1 Lockbox Ownership**

Lockboxes obtained by the Authorized User are the property of SentiLock and leased to CVR MLS. CVR MLS provides the use of the Lockbox to the Authorized User under the terms set forth in these Rules and under the Authorized User Agreement. Lockboxes are registered to Authorized Users through the Lockbox System with permission from CVR MLS. When Lockbox ~~ownership~~ possession is transferred between Participants and/or Subscribers, the Lockbox ~~purchaser~~ Authorized User must notify CVR MLS or SCAR, (as appropriate) SentiLock Support of the change in ~~ownership~~ possession. The ~~purchaser of the Lockbox must supply CVR MLS or SCAR with a copy of the "Bill~~ registered user of Sale" from the titled Lockbox owner indicating the the Lockbox ~~serial number and shackle code.~~

as reflected in the Lockbox System will be responsible for the lockbox and its return to CVR MLS, as necessary. See Section 12.2.13 for Lockbox returns and transfers.

## **Section 12.2 License.2 Authorization to Use**

~~Holder is granted a revocable lease and license to~~ Authorized User may use the KeyLockbox System in connection with the ~~Holder's~~ Authorized User's normal and customary activities, while acting as a real estate agent or appraiser on the terms and conditions set forth herein and under the Authorized User Agreement.

## **Section 12.2.3 Use Restrictions**

~~Holder~~Authorized User shall use the KeyLockbox System only for the purposes of gaining authorized entry into real property on which a CVR MLS ~~SUPRA~~SentriLock Lockbox has been installed, pursuant to an agreement with the Seller of such real property. Use of ~~a Key~~the Lockbox System to gain entry to a property for any purpose other than the exercise of authority or responsibility derived from the agency, sub-agency, or other legally recognized brokerage relationship granted by the owner in the Listing agreement or offer of cooperation by the Agent, or from an appraisal relationship with the owner or contract buyer, is specifically prohibited. Utilization of information derived from viewing properties shall not be used or conveyed to anyone for any purpose other than to facilitate the sale or lease of real property.

## Section 12.2.4 Refusal to Issue KeyLockbox Services and Other Actions

~~A. CVR MLS may:~~

~~A.~~ In order to maintain the security and integrity of the Lockbox System, CVR MLS may, at its discretion:

1. refuse to ~~issue a Key to~~execute an Authorized User Agreement with any person
2. terminate or suspend the ~~Holder's~~Authorized User's use of ~~a Key or~~ the Lockbox System

~~3. refuse to activate or reactivate any Key~~

~~4.3. refuse to sell or lease any~~provide Lockboxes ~~or Keys to an Authorized User~~

~~5.4.~~ subject the ~~Holder and/or DR to~~Authorized User such fines and other penalties as determined by ~~Bylaws~~applicable bylaws, Rules & Regulations and policies of CVR MLS, as a result of any one or more of the following events:

- i. Termination of ~~Holder's~~Authorized User's affiliation with an eligible Participant
- ii. Failure of ~~Holder~~Authorized User to pay all fees set forth in this document or other fees assessed against ~~Holder~~Authorized User pursuant to the CVR MLS Rules & Regulations, and policies
- iii. Failure of ~~Holder~~Authorized User to comply with any of the terms and conditions set forth in the Authorized User Agreement and all Rules herein, including but not limited to, the provisions for security in Section 12.2.5, ~~or 12.2.6 and~~ the CVR MLS Bylaws, Rules & Regulations and other applicable policies; or
- iv. If ~~Holder~~Authorized User or DR is convicted of any felony or a misdemeanor relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals.

B. CVR MLS may summarily suspend ~~a Holder's~~an Authorized User's use of ~~a Key or~~ the Lockbox System if ~~Holder~~Authorized User or DR is arrested for any felony or a misdemeanor relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals. In the exercising of this right, CVR MLS shall afford such due process as it deems in its discretion, fair and feasible in light of the circumstances. CVR MLS shall seek to minimize any period of suspension prior to an opportunity for a hearing on the issue of whether the ~~Holder~~Authorized User engaged in the conduct for which ~~Holder~~Authorized User was arrested and whether such conduct relates to the real estate business or poses a potential risk to clients, customers or other real estate professionals.

C. CVR MLS may consider the following factors, along with any other relevant information, in determining any action taken with respect to items **A.** and **B.** above:

1. the nature and seriousness of the crime
2. the relationship of the crime to the purposes for limiting Lockbox access the extent to which access (or continued access) to Lockboxes might afford opportunities to



- engage in criminal activity
- 3.the extent and nature of any prior convictions
- 4.the time since criminal activity was engaged in
- 5.evidence of rehabilitation while incarcerated or following release;and
- 6.Evidence of present fitness to hold ~~a~~KeyLockbox Services.

### **Section 12.2.5 Security of Lockbox ~~Key~~ and Property Key**

~~Holder acknowledges that it is necessary to maintain both the security of the lockbox key and the property key in order to prevent their use by unauthorized persons. Holder agrees:~~

- ~~A. To keep the Key in Holder's possession or in a safe place at all times;~~
- ~~B. Not to allow Holder's PIN to be attached to the Key;~~

Any access to a Lockbox must be granted by the Authorized User through the SentiSmart or SentiConnect Apps, which are part of the Lockbox System. Additionally, Authorized User agrees:

- ~~C. Not to disclose Holder's PIN to any third party;~~
- A. Not to lend the Key personal security or the property key access code pertaining to the Lockbox or Lockbox system to any other person.
- ~~D.B. Not to share the Property Key to any person for any purpose whatsoever or to permit the Property Key or the property key to be used for any purpose by any other person;~~
- ~~E.C. Not to duplicate the Property Key or the property key or allow any other person to do so;~~
- ~~F. Not to assign, transfer or pledge the Key or any other rights thereto.~~
- G.D. Not to allow anyone who has been admitted to the property by Holder Authorized User to remain in the property after the Holder Authorized User has left the property without the consent of the property owners;
- ~~H.E. To return to the property key(s) Property Key to the Lockbox when leaving the property;~~
- ~~I.F. Prior to leaving the property, close and lock any windows or doors opened or unlocked by the Holder Authorized User or by anyone admitted by the Holder, Authorized User and follow all additional security procedures as specified by CVR MLS, from time to time.~~

### **Section 12.2.6 ~~Lost or Stolen Key~~**

~~In the event a Key is lost, stolen, or otherwise unaccounted for, Holder shall notify – Lockbox Access to Non-CVR MLS within forty-eight (48) hours, by telephone and in writing. The Holder shall promptly report any such theft to the appropriate law enforcement agency. If the lost Key is found and returned to CVR MLS in good working order, the cost of the replacement Key will be refunded, less an administrative fee. If the Key is lost or stolen, the Holder agrees that the Key will immediately be deactivated by CVR MLS. Agents~~

### **Section 12.2.7 ~~Audit and Inspection~~**

~~CVR MLS reserves the right to conduct an audit of all Keys~~CVR MLS has approved reciprocity with other Associations and MLSs who use a SentiLock Lockbox system. Such reciprocity allows non-CVR MLS agents access to listed properties of CVR MLS Participants and Subscribers through the SentiSmart app.

- A. Active, licensed, real estate agents that are not members of CVR MLS or an Association or MLS providing reciprocity may be allowed access to the Lockbox



through the SentiConnect app for showing of the property in accordance with Section 12.2.3 of these Rules.

- B. Outside of licensed real estate agents gaining access, Authorized User may provide Lockbox access through the SentiConnect app with Seller's written permission to licensed pest control inspectors or unlicensed assistants, as hereinafter identified. Only unlicensed assistants that are employed or contracted with the Authorized User to whom the lockbox has been registered may be provided access to the Lockbox. The unlicensed assistant may only be provided access to perform such duties as allowed under Virginia law.

~~Notwithstanding the foregoing section, no access may be granted to non-real estate licensees without the written authorization from the Seller. CVR MLS may, at its discretion: Holders shall submit the Key for inspection within, request a reasonable time at CVR MLS's office after receipt of a written notice. The Key shall be deemed unaccounted for if the Holder does not demonstrate that copy of such authorization from the Key is within Holder's physical control, and Holder shall be Authorized User. Failure to obtain proper authorization will be considered a lockbox violation and subject to the fines and/or penalties and deactivation of Key as established by the Bylaws, Rules and Regulations, and policies of CVR MLS.~~

C. set forth in Section 12.2.8-

## **Section 12.2.7 Violations Related to Ethics Complaints and Arbitration Requests**

If a Lockbox ~~Key~~System security violation involves an ethics complaint or arbitration Request, the ethics or Arbitration hearing will be held first in accordance with the procedures of the NAR Code of Ethics and Arbitration Manual.

## **Section 12.2.98 Fines and Penalties**

- A. First Offense: \$500 fine
- B. Second Offense: \$1,000 fine and a 30-day suspension of Key and Lockbox System privileges.
- C. Third and subsequent Offenses: \$2,500 fine and 60-day suspension of Key and Lockbox System Privileges.

## **Section 12.2.109 Designated REALTOR® and Key Holder Authorized User Responsibilities**

~~For as long as Holder shall have an activated Key~~While the Authorized User has access to the Lockbox System, the Designated REALTOR® shall maintain supervisory authority over ~~Holder. Holder~~Authorized User. Authorized User shall be actively engaged in the real estate profession as defined by the National Association of REALTORS®.

- A. ~~Holder~~Authorized User shall maintain an active, valid Virginia real estate license or appraiser's ~~license.~~ licenses.
- B. ~~Holder~~Authorized User agrees/acknowledges that they are liable for all duties, responsibilities, and obligations consistent with use of the ~~Key and~~Lockbox serviceSystem.
- C. ~~Holder~~Authorized User shall promptly notify CVR MLS ~~or SCAR~~ should they cease to hold an active, valid real estate or appraiser's license.
- D. ~~Holder~~Authorized User shall notify CVR MLS if a Lockbox is lost or stolen.

- E. Authorized User shall notify SentiLock Support if a Lockbox is non-functioning or damaged.
- ~~D.F. Authorized User shall comply with all Rules and Regulations and Policies for use of Lockbox and Key System.~~
- E.G. Holder Authorized User shall keep CVR MLS advised in writing of their current email address at all times. Address Email address changes shall be reported to CVR MLS or SCAR within three (3) days.
- ~~F.H. Should Holder Authorized User may transfer ownership possession of the Lockbox(es) to another authorized individual, Holder shall immediately notify CVR MLS in writing of the transfer and identity by serial number and shackle code the box(es) involved with prior approval which may be obtained through SentiLock support or CVR MLS.~~

## **Section 12.2.11 PIN and Shackle Code Requests**

If a Key Holder requests a new PIN or has forgotten their PIN, they must appear personally at CVR MLS's office and produce appropriate identification.

- ~~a. Appropriate identification shall consist of a valid Virginia Driver's License (or in the absence thereof a valid picture ID) and Holder's Virginia Real Estate License (pocket copy).~~
  - ~~b. Should a Lockbox owner need to obtain a shackle code, the lockbox owner or Designated REALTOR for the Subscriber/owner may call and giving their Key PIN to staff. Staff may then release the shackle code via telephone. Staff may only release shackle codes for Lockboxes owned by the caller or the Designated REALTOR@ CVR MLS assumes no responsibility for lost or stolen Lockboxes or their contents.~~
-

## **Section 12.2.1210 Action to Enforce**

Any action ~~for~~ enforcement will be made by CVR MLS in any court of competent jurisdiction. ~~Holder~~Authorized User shall be liable for the payment of all costs incurred by CVR MLS, including reasonable attorney's fees, related to enforcement the provisions of these Rules and Regulations and Lockbox ~~and Key~~System provisions.

## **Section 12.2.1311 Authorization Requirement**

Prior to installing or using the Lockbox on any property, the ~~holder~~Authorized User shall secure written authorization from the owner of such property. Upon request, ~~Holder~~Authorized User shall provide CVR MLS with a copy of the written authorization from the owner.

~~Holder~~Authorized User shall include in a Listing agreement or other agreement signed by the owners of such property prior to installation and use of this system a provision whereby the owner(s) acknowledges the risk of using the system and releases CVR MLS and the Richmond Association of REALTORS® (RAR), the Southside Virginia Association of REALTORS® (SVAR) and the ~~South Central Association of REALTORS® (SCAR) and the~~ officers, directors, members, employees, independent contractors and agents of CVR MLS and of RAR, ~~SVAR,~~ and ~~SCAR~~SVAR from any and all liability in connection with the use of the Lockbox System.

### **Seller Authorization Language**

~~Lockbox: The Owner  requests  does not request (CHECK ONE) the installation and use of a CVR MLS SUPRA lockbox on said Property. The Owner is aware and understands that a lockbox is a means by which persons who have authorized access to said lockbox keys may gain entrance. The Owner hereby jointly and severally releases and forever discharges the Broker and all other persons who have authorized access to said lockbox keys from all liability, obligations, causes of action, claims and demands whatsoever which the Owner may have by virtue of the installation and use of such lockbox. Owner agrees to notify tenant in writing, if any, of intended use of lockbox.~~

## **Section 12.2.1412 Costs and Fees**

SUPRASentriLock shall assess, and the ~~Holder~~Authorized User agrees to pay, an annual fee ("User Fee") for use of the SUPRASentriLock Lockbox System. If ~~Holder~~Authorized User fails to pay the User Fee by the due date, SUPRASentriLock may assess a late penalty and/or reactivation fee, and de-activate ~~Holder's Key~~Authorized User's service until the fees and late penalty are paid in full.

## **Section 12.2.1513 Resale, Return and Transfer of Lockboxes**

Lockboxes may be ~~not be sold or transferred~~ between CVR MLS Participants and Subscribers, ~~subject to Section 12.2.10 (f) above. If an Authorized User discontinues participation in CVR MLS and/or the Lockbox System, whether voluntary or involuntary, the registered lockboxes shall either be transferred to a CVR MLS Authorized User or returned to CVR MLS.~~

## **Section 12.2.1614 Proper Use of KeyLockbox System**

- A. ~~Keys and lockboxes~~Lockboxes may be used on properties listed with CVR MLS Participant firms and must be used on the property when so indicated on the published Listing.
- B. Lockboxes are normally programmed to exclude entry between 9:00 pm and ~~7~~6:00

- am EST ~~and 10:00 pm to 8:00 am DST.~~ Properties listed in MLS that are programmed for 24 hours entry or timed access should have "24 HR" or appropriate notation of timed access as the leading entry in ~~line one of the remarks~~ the Additional Showing Instructions field in the MLS Listing.
- C. Lockboxes that have been programmed for CBS (Call Before Showing) should be so indicated in the MLS Listing and on the box itself. In no case shall CBS codes be published or distributed. CBS codes are confidential and should only be provided on a case-by-case basis according to the needs of the specific transaction.
  - D. When leaving a property, it is the responsibility of the ~~Agent~~ agent to ensure that the ~~property key~~ Property Key is replaced in the lockbox and that the lockbox is properly closed. If a lockbox is found not properly closed, the agent should contact the Listing Broker immediately. The Listing ~~Broker/Agent~~ broker/agent should ~~read~~ determine the ~~lockbox. The~~ last person found to have entered the property (provided this was not the agent to report the violation) ~~will be held responsible~~ and contact CVR MLS.
  - E. Care should be taken when entering a property by use of a Key Lockbox. The property should be left in the same condition in which it was found. It is common courtesy for an agent (even when previewing) to leave a business card in the property. Should an agent find a property left in an unsatisfactory condition it should be immediately reported to the Listing Participant.
  - F. Lockboxes shall be removed within 48 hours of listing expiration, termination or settlement. Lockboxes not removed within 48 hours of listing expiration, termination or settlement may be deemed abandoned, at the sole discretion of CVR MLS.

### **Section 12.2.17 Multiple Keys**

~~Only one Lockbox Key access device or software may be issued to a CVR MLS Participant or Subscriber who subscribes to the SUPRA Lockbox Service.~~

## **ARTICLE 13: MULTIPLE LISTING SERVICE AVAILABILITY**

**CVR MLS provides the MLS Database** for the use of Users. CVRMLS aspires to make and keep the MLS Database available for use by Users, to have it function well, and to make it user-friendly. CVR MLS will endeavor to provide access to the MLS Database to Users through its Vendor.

CVR MLS shall maintain technical support personnel to answer questions regarding the CVR MLS MATRIX system. Telephone support will be made available during normal business hours

**CVR MLS cannot and does not guaranty** that access to the MLS Database or IDX Database will be error-free or without interruption. Computer malfunctions and poor performance may occur at times. Also, CVR MLS provides Users access to the MLS Database and IDX Database via the Internet, and CVR MLS cannot control the performance of the Internet or the actions of other users of the Internet. Finally, Users must use their own computer technology and Internet access to gain entry to the MLS Database and IDX Database via the Internet, and Users are solely responsible for these matters.

**The MLS Database, IDX Database, and CVR MLS'** websites for accessing the MLS Database and IDX Database may not function properly at times, and may not be available or function with adequate speed at times, or may otherwise from time-to-time be unavailable to Users, whether because of technical failures or interruptions, intentional downtime for services or changes, or otherwise. If the User experiences any problems, the User should contact CVR MLS to report the problem, and CVR MLS will attempt to resolve the problem (if it is within CVR MLS' control) within a reasonable time. When CVR MLS must confront multiple problem reports, it will allocate its applicable resources to address problems in the order of importance as judged by CVR MLS in its sole discretion. If the User is not satisfied with CVR MLS' responses or responsiveness to reported

problems, then the User has the option to resign his or her participation in CVR MLS if he or she so chooses, or terminate access to the MLS Database and the IDX Database. Users shall have no other remedy against CVR MLS for failure to respond or responsiveness to reported problems.

**Each User agrees** that any modification of CVR MLS' website, and any interruption or unavailability of access to CVR MLS' website, or access to the MLS Database or IDX Database, shall not constitute a default of any obligations of CVR MLS under these Rules and Regulations, and that CVR MLS shall have no liability of any nature to any User for any such modifications, interruptions, unavailability, or failure of access.

**Warranty Disclaimer.** CVR MLS MAKES NO WARRANTIES AS TO THE MLS DATABASE, IDX DATABASE, OR OTHERWISE RELATING TO THESE RULES AND REGULATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF CVR MLS HAS BEEN ADVISED OF SUCH PURPOSE. CVR MLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF MERCHANTABILITY.

## ARTICLE 14: COPIES AND DERIVATIVE WORKS

**Each Participant and Subscriber** agrees that he/she shall not do any of the following, either directly or indirectly, including assisting any other person or otherwise contributing in any way to any of the following:

**Make any copies of the MLS** Database or IDX Database, or any portion of the MLS Database or IDX Database, including any specific Listing included in the MLS Database or IDX Database, except as expressly provided in these Rules and Regulations or an applicable License Agreement.

**Create any derivative works,** enhancements, or other modifications of the MLS Database or IDX Database, or any portion of the MLS Database or IDX Database, except as expressly provided in these Rules and Regulations or an applicable License Agreement.

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

**Publicly display the MLS** Database or IDX Database, or any portion of the MLS Database or IDX Database, except as expressly provided in these Rules and Regulations or an applicable License Agreement.

## ARTICLE 15: INDEMNIFICATION

**Each User agrees to indemnify** and hold harmless CVR MLS, and its officers, directors, employees, shareholders and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with (a) any Listing Agreement, (b) these Rules and Regulations, (c) submission of Listing data to CVR MLS, and (d) the inclusion of any Listing in the MLS Database or IDX Database, including, without limitation, any claim that the access to, display of, and/or use of the Listing infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world, including any claims by Sellers, and any use by Participant or Subscriber of the MLS Database or IDX

Database. CVR MLS shall have the right to control its own defense and engage legal counsel acceptable to CVR MLS.

## **ARTICLE 16: COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

By the act of submitting any property listing content to the MLS the participant represents that he has been authorized to grant and also thereby does grant authority for the MLS 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 listed property. (Amended 5/06)

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

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

To qualify for this safe harbor, the OSP must:

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512.

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



## **ARTICLE 17: PROPRIETARY AND OTHER NOTICES**

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

### **Section 17.1 Notices**

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

#### **If to Participant or Subscriber:**

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

#### **If to CVR MLS:**

8975 Three Chopt Road  
Richmond, Virginia 23229 Attention: Laura Lafayette, CEO

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

### **Section 17.2 Governing Law**

These Rules and Regulations shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Each User acknowledges that by providing Listings to CVR MLS and/or accessing the MLS Database, Participant or Subscriber has transacted business in the Commonwealth of Virginia. By transacting business in the Commonwealth of Virginia by agreement, each Participant and Subscriber voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Henrico County, Commonwealth of Virginia, as to all matters relating to or arising from these Rules and Regulations.

### **Section 17.3 Costs of Litigation**

If any action is brought by CVR MLS or a Participant or Subscriber against CVR MLS or a Participant or Subscriber regarding the subject matter of these Rules and Regulations, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.

### **Section 17.4 Severability**

Any provision of these Rules and Regulations which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of these Rules and Regulations.



## **Section 17.5 No Waiver**

The waiver by any party of, or the failure of any party to take action with respect to, any breach of any term, covenant or condition contained in these Rules and Regulations shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in these Rules and Regulations. The subsequent acceptance of any payment due under these Rules and Regulations by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in these Rules and Regulations.

## **Section 17.6 No Third Party Beneficiaries**

These Rules and Regulations are for the sole and exclusive benefit of CVR MLS and Participants and Subscribers and are not intended to benefit any third party, including any Seller. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of these Rules and Regulations.

If any provision of these Rules and Regulations shall be held to be invalid, illegal, or unenforceable, such holdings shall not affect the validity, legality or enforceability of the remaining provisions. These Rules and Regulations shall include any and all amendments thereto which may be from time to time approved and adopted by the CVR MLS Board of Directors.

## **ARTICLE 18: CVR MLS INTELLECTUAL PROPERTY**

CVR MLS hereby grants to each

- A. Participant and Subscriber a limited, non-exclusive, and personal license to use the Listings maintained in the MLS Database only for purposes expressly allowed under the applicable Participant's or Subscriber's certification or licensure, these Rules and Regulations, and any applicable license agreement,
- B. Administrative User a limited, non-exclusive, and personal license to use the Listings maintained in the MLS Database only for purposes expressly allowed under the Participant's or Subscriber's certification or licensure for whom the Administrative User is using the Listings, these Rules and Regulations, and any applicable license agreement, and
- C. Assessor User a limited, non-exclusive, and personal license to use the Listings maintained in the MLS Database only for purpose of appraising realproperty.

Except as expressly authorized in these Rules and Regulations, each User agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, store, time- share, or otherwise use the MLS Database or the information maintained in the MLS Database. Each User further agrees to take all reasonable steps to protect the MLS Database and the Listings from unauthorized access, copying, or use.

Participant and Subscriber may, at their sole option, irrevocably grant, transfer and convey to CVR MLS all right, title and interest in and to all Listing Content under applicable copyright and other laws, on a worldwide basis and in perpetuity. If Participant and/or Subscriber does so irrevocably grant, transfer and convey such right, title and interest in and to all Listing Content to CVR MLS, then Participant and Subscriber represents and warrants to CVR MLS with respect to such Listings that the Listing Content, and the assignment of rights in and to the Listing Content to CVR MLS, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third party.

Each Participant and Subscriber agrees not to challenge CVR MLS's rights in and to the MLS Database or to take any action inconsistent with the assignment of the Participant's Listing Content to CVR MLS. Each Participant and/or Subscriber agrees to take all action and execute

and deliver to CVR MLS all documents requested by CVR MLS in connection with any assignment granted to CVR MLS in and to the Participant's Listing Content, including without limitation, any copyright application and registration of the MLS Database.

If assigned to CVR MLS, then each Participant and Subscriber shall indemnify CVR MLS against all damages, costs, and liabilities, including reasonable attorney fees, arising from any claim that the Participant's or Subscriber's Listing Content or any portion of the Participant's or Subscriber's Listing Content infringes the rights of any third party.

PARTICIPANT AND SUBSCRIBER ACKNOWLEDGE THAT THE FOREGOING SENTENCE MEANS THAT PARTICIPANT AND/OR SUBSCRIBER MUST OBTAIN ASSIGNMENTS FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING, INCLUDING AGENTS, PHOTOGRAPHERS AND SELLERS, AS NECESSARY FOR PARTICIPANT OR SUBSCRIBER TO ASSIGN THE COPYRIGHT IN THE LISTING CONTENT TO CVR MLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING UNDER THESE RULES AND REGULATIONS. IF PARTICIPANT OR SUBSCRIBER FAIL TO DO SO, PARTICIPANT AND/OR SUBSCRIBER WILL ASSUME AND REIMBURSE CVR MLS FOR THE COST OF DEFENDING CVR MLS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

Without limiting the generality of this Section, but subject to the rights of Participants in CVR MLS to opt out of inclusion with respect to Listings submitted by such Participant as set forth in these Rules and Regulations, Participant acknowledges and agrees that CVR MLS may use and license, or otherwise grant rights in or to the MLS Database or any or all of the Listings included in the MLS Database, including any and all Participant's Listings, to any third party for any lawful purpose reasonably deemed appropriate by CVR MLS, unless otherwise limited by a separate agreement between CVR MLS and the Participant or by these Rules and Regulations.

Enforcement. Participant, Subscriber, and/or Administrative User acknowledge that CVR MLS has the right to protect its intellectual property in and to the compiled Listing Content, including without limitation the following:

Add watermarks or other means of identification to any and all Listings, regardless of whether such means of identification is visible, and take any and all other action deemed appropriate by CVR MLS to identify the source of any misuse, infringement, or misappropriation of any Broker Participant's Listings.

Send demand letters, exercise rights under any applicable license agreements, and take any and all other action deemed appropriate by CVR MLS to prevent the misuse, infringement, or misappropriation of any Broker Participant's Listings.

Enforce and compromise any and all intellectual property rights in the Participant's Listings, and take all action deemed necessary and appropriate by CVR MLS in connection with the enforcement of all such rights, including, without limitation, the filing and prosecution of litigation or binding arbitration with respect to any potential claim of infringement, misappropriation, or other similar claim, the naming of any parties deemed appropriate by CVR MLS, and the collection of any damages.

Execute all documents, whether in the name of Participant, Subscriber and/or CVR MLS, deemed appropriate by CVR MLS to affect any of the foregoing.

Notwithstanding the foregoing, nothing in these rules and regulations requires CVR MLS to take any proceeding or other action against any person, firm, partnership or other entity that Participant claims may be infringing any Listing Content.

## **ARTICLE 19: THIRD PARTY LICENSE AGREEMENTS**

Subject to obtaining the consent of each Participant, each Participant and Subscriber acknowledges and agrees that CVR MLS may license, or otherwise grant rights, to a third party to the MLS Database or the IDX Database, or any or all of the Listings included in the MLS Database or the IDX Database, at any time in CVR MLS' sole discretion, for any purpose deemed appropriate by CVR MLS. In accordance with the foregoing, each Participant and Subscriber expressly consents to CVR MLS granting the licenses and other rights described in the foregoing sentence. If CVR MLS grants a license or other rights to Participant's Listings to any third party, all exclusive

Listings, regardless of type, may be included in the feed of Listings. CVR MLS may exclude from such license or grant of rights any Listing where

- a. the Listing displays to the public the property's street address or a graphic display of the property's specific location, and
- b. the Seller displays on the property a "For Sale by Owner" sign or another sign or notice indicating that the Seller is soliciting direct contact from buyers.

Unless a Participant is not an IDX Participant, each Participant expressly consents to all IDX Participants and all Subscribers who are agents of IDX Participants advertising all IDX Listings for properties listed for sale by the Participant in accordance with these Rules and Regulations, and in connection with such advertising, each Participant consents to CVR MLS granting licenses to all IDX Listings to IDX Participants, Subscribers who are agents of IDX Participants, Vendors and other third parties deemed appropriate by CVR MLS to facilitate the display of IDX Listings by IDX Participants and applicable Subscribers.

## **ARTICLE 20: LICENSE TO PARTICIPANT'S LISTINGS**

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

## ARTICLE 21: COMPILATIONS AND STATISTICAL INFORMATION

**Access to Comparable and Statistical Information:** CVR MLS may allow individuals who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who are not Participants or Subscribers, to access comparable information, sold information, and statistical reports. This information is provided for the exclusive use of members of the REALTOR® Associations affiliated with CVR MLS who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any individual, office or firm except as otherwise provided in these Rules and Regulations.

### Appendix A: Required Authorization Language

#### **Sellers Authorization to Submit Property Information to CVR MLS**

The undersigned Seller is aware that the Broker, as a member of CVR MLS, has an obligation to file the Property and all pertinent information regarding it with CVR MLS for the term of this agreement. The Seller understands that the primary objective of the CVR MLS is to distribute current information about property Listings to all of its members and that the vast majority of homes for sale in the Richmond Metropolitan area are marketed through the CVR MLS database. The Seller acknowledges that by not allowing the publication of their Property in the CVR MLS database, the Seller will substantially reduce the number of potential purchasers and cooperating real estate offices who would learn about the availability of the Property. It is understood and agreed that the Broker will submit pertinent information concerning the Property to CVR MLS. Such information, together with any other information provided to or obtained by the Broker with respect to the Property, may be disclosed to prospective purchasers and other brokers and may be included in all Listings, comparable books and other materials distributed by CVR MLS either before or after the term of this Listing or the sale of the Property. It is further understood that the Broker will furnish to CVR MLS notice of all changes of information concerning the Property as agreed by the undersigned Seller, and that upon completion of a fully executed sales agreement on the Property, the Broker will notify CVR MLS of said sale.

#### **Use of Listing Content; Intellectual Property Assignment.**

Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Owner to Broker or Broker's agent, or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement, and any changes to such information (the "Listing Content"), may be filed with one or more Multiple Listing Services, included in compilations of Listings, and otherwise distributed, publicly displayed and reproduced. Owner hereby [select one]:

does OR\_\_does not irrevocably assign and transfer to Broker any and all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Owner may have or acquire in and to any and all Listing Content. If Owner irrevocably assigns and transfer to Broker the said rights, then Owner represents and warrants to Broker that the Listing Content and the assignment of rights to Broker does not violate or infringe upon the rights, including any copyright rights, of any person or entity, and Owner agrees to indemnify Broker against all damages, costs, and liabilities, including twenty-five percent (25%) attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party.

#### **Sellers Authorization Regarding the Internet**

**Internet and Other Media:** Owner authorizes the dissemination of Property/sales information to CVR MLS participants, including electronic format, magazines and other media. CVR MLS brokers may publish Listings of competing brokers on their web sites. If authorized below, Broker's website may also allow third-parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular Listings, or (ii) display

| an automated estimate of the market value of the Property (or hyperlink to such estimate) or other Listings in immediate conjunction with the Property.

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If Owner does not want the Property Listing or address displayed on the Internet, Owner must complete the "OPT OUT OF INTERNET" section below.

<p><b><u>OPT-OUT OF INTERNET</u></b></p> <p><b><u>Complete this section only if Owner desires to opt out of Internet display</u></b></p>
<p>Owner may opt out of having the property Listing or property address displayed on the Internet by selecting Option A or B below.</p> <p><b>Option A:</b> [ <input type="checkbox"/> ] Owner has advised Broker that Owner does not want the Property displayed on the Internet.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Option B:</b> [ <input type="checkbox"/> ] Owner has advised Broker that Owner does not want the address of the Property displayed on the Internet.</p> <p>Owner understands and acknowledges that if <b>Option A</b> has been selected, consumers who conduct searches for Listings on the Internet will not see information about the Property in response to their search.</p> <p>____/____(Owner's <span style="float: right;">Initials)</span></p>

Owner (**initial one** authorizes \_\_\_\_\_ OR does not authorize \_\_\_\_\_ third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property.

Owner (**initial one**) authorizes \_\_\_\_\_ OR does not authorize \_\_\_\_\_ an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the Listing.

**Lockbox Authorization**

The Owner requests  does not request (CHECK ONE) the installation and use of a CVR MLS **SUPRA** approved lockbox on said Property. The Owner is aware and understands that a lockbox is a means by which persons who have authorized access to said lockbox keys may gain entrance. The Owner hereby jointly and severally releases and forever discharges the Broker and all other persons who have authorized access to said lockbox keys from all liability, obligations, causes of action, claims and demands whatsoever which the Owner may have by virtue of the installation and use of such lockbox. Owner agrees to notify tenant in writing, if any, of intended use of lockbox.

## Appendix B Fine Chart

### CVR MLS FINE CHART

Regulation No.	Violation	Fine Current
4.6	Password Sharing	\$2,500
4.8 E	Inaccurate Listing data	\$250
4.9.3 D	Providing MLS Database information to unauthorized parties	\$250
5.1	Failure to input Listing within (3) days of Listing ratification	\$250
5.6	Incomplete Listing data	\$250
5.7	Advertising and/or self-promotion in remarks field	\$250
5.8	Failure to upload one or more photos within three (3) days of Listing submission	\$250
5.9	Failure to submit a copy of an office exclusive <del>Listing</del> or <del>delayed entry listing</del> agreement to the MLS within three days of Seller	\$250
5.25	Failure to update Listing release status within five (5) days of release ratification	\$250
<del>5.26</del>	<del>Manipulation of Days on Market</del>	<del>\$250</del>
5.29	Entry of Duplicate Listing	\$250
5.33	Copying Listing content and or photos without consent	\$250
5.36	Failure to submit copy of Listing agreement when requested by MLS	\$250
7.7	Unauthorized advertising of another agents Listing	\$1000
7.10	Failure to report Pending status within five (5) days of contract ratification	\$250
7.11	Repealed 8/12/11	
7.12	Failure to properly document remarks and contingency status for First Right of Refusal	\$250
7.13	Failure to report cancellation of Pending Status	\$250
7.13.1	Falsifying cooperating agent participation	\$250
7.14	Failure to report settlement	\$250
7.15	Failure to report refusal to sell	\$250
IDX	Transmitting IDX information to unauthorized third party	\$2,500
Lockbox	<del>No Supra Lockbox</del> <del>No CVR MLS approved lockbox</del>	\$250
Lockbox	Failure to enter a lockbox serial number within three(3) days of listing submission or entry of an invalid or duplicate serial number	\$250
Lockbox	Violation of lockbox key terms of use or other security violation. a. First Offense: \$500 fine b. Second Offense: \$1,000 fine and a 30-day suspension of Key and Lockbox System privileges.	Progressive fines and loss of use.
	c. Third and subsequent Offenses: \$2,500 fine and 60-day suspension of Key and Lockbox System Privileges	
9.5	Six (6) or more un-refuted Notices of Violation within a calendar month, or six (6) violations of the same rule within a in a calendar year.	\$500
21	Unauthorized distribution of Statistical data or other compilations	\$2,500