

# TRIAD MULTIPLE LISTING SERVICE, INC.

## RULES AND REGULATIONS

Adopted October 1994

Amended and approved, NAR:	November 1995	November 2007	January 2021
	March 1996	March 2010	October 2022
	June 1997	October 2010	
	July 1998	September 2011	
	June 1999	September 2013	
	June 2000	September 2015	
	February 2002	October 2016	
	September 2002	July 2017	
	May 2004	November 2018	
	October 2006	September 2019	

### LISTING PROCEDURES

**Section 1.0 LISTING PROCEDURES:** Listings of real property of the mandatory types listed below, which are listed subject to a real estate broker's license and are located within the Mandatory-Listing Area of the Multiple Listing Service, and are taken by Participants\* must be submitted to the Triad Multiple Listing Service, Inc., hereinafter called the "Service" or "MLS," by entry into the on-line system and noticed to all Participants within one (1) calendar day after the later of the effective date or the marketing date shown on the listing agreement. The listing agreement must include the seller's authorization to submit the agreement to the Service. The Service shall accept exclusive right to sell listing contracts, exclusive right to sell with prospect reservations (exclusive right to sell listings with named prospects exempted), exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other participants of the Service acting as subagents, buyer agents, or both. Exclusive agency listings and exclusive right to sell listings (with or without reservations) must be noticed to all Participants in the on-line system by the following method in the Listing Type field by entering:

- ERS=exclusive right to sell,
- ERR=exclusive right to sell with reservations,
- EA=exclusive agency,
- AP=auction property, or
- LS=limited service (as defined in Section 1.2.2).

The Service does not accept net listings or open listings. Participants shall not establish, directly or indirectly, any contractual relationship between the Service and the client (buyer or seller). If the listing broker also intends to cooperate and/or compensate subagents, buyer agents, or both, the listing agreement shall contain the seller's written authorization.

<sup>1</sup> Shareholders in the Triad Multiple Listing Service, Inc.:  
Greensboro Regional REALTORS® Association, Inc.  
High Point Regional Association of REALTORS®, Inc.  
Winston-Salem Regional Association of REALTORS®, Inc.

\* Participants are defined in Article IV of the Bylaws of the Triad Multiple Listing Service, Incorporated.

**MANDATORY PROPERTY TYPES:** The following property types must be submitted to the Service:

1. Residential Single-family homes
2. Residential vacant lots and acreage tracts.
3. Two-family, three-family, and four-family residential buildings

**OPTIONAL PROPERTY TYPES:** The following property types may be submitted to the Service if submitted voluntarily by a participant:

- |                                    |                            |
|------------------------------------|----------------------------|
| 1. Subdivided Non-Residential Lots | 5. Manufactured Homes*     |
| 2. Land and Farms                  | 6. Manufactured Home Parks |
| 3. Business Opportunity            | 7. Commercial Income       |
| 4. Motel-Hotel                     | 8. Industrial              |
|                                    | 9. Residential Rental      |

**MANDATORY TYPE OF SALE DISCLOSURE:** The following Types of Sale must be submitted to the Service:

1. Owner Sale
2. Potential Short Sale
3. Pre-Foreclosure
4. Foreclosure/REO/Bank

**Section 1.01 CLEAR COOPERATION:**

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

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

**Section 1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE:**

Any listing contract which allows the property to be entered into the Service is subject to the Rules and Regulations of the Service upon signature of the seller(s).

**Section 1.2 DETAIL ON PROPERTIES ENTERED INTO THE SERVICE:** A Property Data Form, when entered into the Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the Property Data Form. The Property Data Form is

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\* Manufactured homes must have the wheels removed and the chassis placed on a permanent foundation. Further, each agent is urged to verify facts concerning the Certificate of Origin and/or Certificate of Title. Reference: NCREC Bulletin article found on [www.ncrec.state.nc.us](http://www.ncrec.state.nc.us), (copy attached as exhibit #4).

defined as any format developed for inputting data into the computerized MLS. (For additional details reference Exhibit 1.) In the event that the listing of a Participant has as its listing agent or salesperson a licensee who is subject to a fee waiver under Section 6.1, then that listing shall be ineligible for submission to the Service.

At least one digital image (photo/plat maps/rendering) of each property (all property types) listed in the MLS shall be submitted to the Service before the listing is submitted to the system as active, except where sellers expressly direct that photographs of their property not appear in MLS compilations. Written documentation requesting a digital image not be submitted, signed by the seller, should be available for review if requested by the Service.

Digital images submitted to MLS shall only contain photos pertinent to the listed property, floor plans of the listed property, renderings of the listed property or plat maps. Digital images should not contain contact information such as names, phone numbers, email addresses or web site addresses, including use of embedded, overlaid, or digitally stamped information.

The remarks and/or directions sections of the Property Data Form shall not contain any contact information or hyperlinks. The agent only section is for any contact information and additional agent remarks. The directions section is a required field and must only contain directions to the property.

Actual square footage should not be disclosed on any active type listing in the online system, IDX site or any other third-party site. The actual square footage will only be displayed on closed listings.

If the county tax office has not yet assigned a tax ID number, the Tax ID field should be left blank, with a zero entered in the Tax Value field, and "Tax Value Not Available" entered in the "Remarks" field.

The Service adopts and hereby incorporates by reference the recommendations of the North Carolina Real Estate Commission in regard to the measuring of all properties as from time to time amended. The current policy of the N.C. Real Estate Commission is attached as exhibit #2.

**Section 1.2.0 – Accuracy of Listing Data:** Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

**Section 1.2.1 - Listing Status Definitions and Submission Rules:** The following statuses shall apply to listings in Triad MLS.

(A) **Active:** A valid listing agreement exists between the listing broker and seller. The listing is available for sale and showings. A list price has been established. No offer (with or without contingencies) has been accepted. Listing must be entered into the MLS and Active within 1 calendar day after the later of the effective date or marketing date of the Listing Agreement.

(B) **Proposed Construction:** To be used for New Construction only. A valid listing agreement exists between the listing broker and seller. The listing is available for sale and showings. A list price has not yet been established. No offer (with or without

contingencies) has been accepted. Listing must be entered into the MLS and in Proposed Construction within 1 calendar day of any public marketing. Proposed Construction cannot be used once a certificate of occupancy has been issued or a list price has been established.

- (C) **Coming Soon-No Show:** A valid listing agreement exists between the listing broker and the seller. Coming soon-No Show listings are displayed in the MLS system, are distributed to IDX displays, to VOWs, and may be shared with a participant/subscriber's client. Seller must acknowledge the foregoing and restrictions by completing a Coming Soon-No Show Seller Authorization. No Showings or Open Houses are allowed, period. Listing must be entered into the MLS and in Coming Soon – No Show status within 1 calendar day after the later of the effective date or marketing date of the Listing Agreement.
- (D) **Due Diligence Period:** Potential Buyers opportunity to engage in a process of further investigation of the property and the transaction as described in the Offer to Purchase and Contract within a period of time agreed to by the seller and potential buyer. Property available for showings and additional offers, at the property owner's full discretion. Status must be changed from Active within 2 business days of acceptance of the Offer to Purchase and Contract.
- (E) **Pending AB:** Pending Accepting Backup offers. A valid Offer to Purchase and Contract accepted. Property still actively marketed. Property available for showings and back-up offers. Status must be changed from Active within 2 business days of acceptance of the Offer to Purchase and Contract.
- (F) **Proposed Construction-Pending (PC-Pending):** To be used when an Offer to Purchase and Contract has been fully executed while a listing is in a Proposed Construction status. Proposed Construction listings must be marked as Proposed Construction-Pending within 2 business days of acceptance of the Offer to Purchase and Contract.
- (G) **Pending:** Seller requires no further marketing or showings. Status must be changed from Active within 2 business days of acceptance of the Offer to Purchase and Contract.
- (H) **Short Sale Contingent:** If Type of Sale is "Potential Short Sale" this status is used while the Offer to Purchase and Contract is waiting 3<sup>rd</sup> party approval. Status must be changed from Active within 2 business days of acceptance of the Offer to Purchase and Contract. Once approval has been given for this sale the status will need to be changed to either Pending or Pending AB. Short Sale Contingent cannot go directly to Closed.
- (I) **Temporarily Off Market:** The listing contract remains in force between the listing broker and the seller, but the listing is not currently being marketed through the MLS. Listing must be edited and returned to Active if showings are resumed. Status must be changed in the MLS within 1 business day of seller notifying agent. A listing in

Temporarily Off Market status will automatically go to Expired status on the expiration date. Days on Market (DOM) will not accrue while in this status. A listing in Temporarily Off Market status may not be listed with another firm. A listing in Temporary Off Market status is not permitted to be publicly market; if the listing is publicly marketed the status must be changed to Active. See Section 1.01, Clear Cooperation.

(J) **Closed:** When listing firm has been notified the new deed has been recorded the property is officially closed. Status must be changed within 3 business days of this notification.

(K) **Expired:** The expiration date is found on the Listing Agreement. This date must be entered into the MLS. If the property does not sell during the listing term and the seller does not renew the listing agreement, the listing will automatically go into the Expired status.

(L) **Withdrawn:** The listing contract has been terminated (no longer in force) prior to the expiration of the term of the contract. Days on Market (DOM) stop accruing. Status must be changed within 1 business day of seller and listing firm executing the termination of listing agreement. A listing in Withdrawn status may be listed with another firm.

**Section 1.2.2—Limited Service Listings:** Listing agreements under which the listing broker will not provide one, or more, of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
  - (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
  - (c) advise the seller(s) as to the merits of offers to purchase;
  - (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
  - (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property
- will be identified with a list type of “LS” in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers’ clients, prior to initiating efforts to show or sell the property.

**Section 1.2.3 Use of content from listing records relating to other brokers’ contractual agreements:** If a listing broker takes a contractual agreement on a property for which another broker previously submitted photos to a listing record in the service, the new listing broker may not copy or otherwise use the previously submitted photographs to market the property under the new contractual agreement without the permission of the listing broker who originally submitted the photographs. The foregoing notwithstanding, participants are entitled to reproduce the photographs appearing in listings of other brokers under the terms of Section 12.2.

**Section 1.3 COMING SOON-NO SHOW LISTINGS:** Upon execution of a valid listing agreement and a *Coming Soon-No Show status Seller Authorization Addendum* between the listing broker and seller, a property listing may use the “Coming Soon-No Show” status, subject to these Rules and Regulations and MLS policy. The Coming Soon-No Show status is to be used

when the listing broker and seller are preparing the property for sale and the property is not available for showings on the listing agreement's Marketing Date. While the property is in the Coming Soon-No Show status, the property may not be promoted or advertised in any manner other than as "coming soon".

(A) Temporary status. The Coming Soon-No Show status is a temporary, on-market status to be used as described above. For input in the MLS, all required fields must be completed and a minimum of one photo must be uploaded. A listing may use the Coming Soon-No Show status for a maximum of 7 days, after which the listing shall automatically change to Active. The listing broker may change the listing status to Active at any time; no other statuses can be changed to the Coming Soon-No Show status. However, if a listing has been in an Expired or Withdrawn status for more than 90 days, or if the property has been sold or rented, then it may be relisted with the Coming Soon-No Show status.

(B) No showings or open houses. Listings in the Coming Soon-No Show status are not eligible for showings or open houses. Any showings or open houses will disqualify the listing from the status and listing broker, as well as the showing agent, will be subject to a fine as described in the Compliance Fee Schedule for Category III Violations. Showings and open houses may be scheduled for the property on the "Active" Date established on the listing agreement.

(C) Display/distribution of Coming Soon-No Show listings. Listings in the Coming Soon-No Show status are distributed via IDX, VOW, and third-party advertising data feeds, and may be distributed by a participant/subscriber via the MLS's system client portal.

(D) Status Change Constraints. A listing broker may not re-list a property in Coming Soon-No Show status unless the listing has been in Expired or Withdrawn status for more than 90 days, or the property is listed with a new brokerage firm, or the property has been sold or rented. Listings may not be transferred from any other status to Coming Soon-No Show.

**Section 1.4 EXEMPTED (OFFICE EXCLUSIVE) LISTINGS:** If a valid listing agreement exists between the listing broker and seller, and seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and such listing shall be filed with the Service, but not disseminated to other participants. Filing of this listing should be accompanied by a certification (Office Exclusive Addendum or substantially similar) signed by seller that he/she does not desire the listing to be disseminated by the Service. Upon demand, the Board of Directors of each Shareholder or of those Associations of REALTORS® who subscribe to the Service, or Triad MLS shall have the right to review the original listing contract.

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

**Section 1.5 CHANGE OF LISTING AGREEMENT TERMS:** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be entered into the Service within one (1) calendar day after the authorized change is received by the listing broker, unless these MLS rules specify a different time period for reporting the change to the Service.

**Section 1.6 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:** Listings of property may be withdrawn from the Service by the listing broker before the expiration date of the listing

agreement, provided the seller and listing firm have executed a termination of listing agreement. Sellers do not have the unilateral right to require the Service to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his or her exclusive relationship with the listing broker has been terminated, the Service may remove the listing at the request of the seller.

**Section 1.7 CONDITIONS APPLICABLE TO LISTINGS:** Any conditions of terms in a listing shall be specified and noticed to Participants by entry into the on-line system using the Agent Only Remarks.

**Section 1.8 LISTING PRICE SPECIFIED:** Upon entering an Active Listing, the full gross listing price must be stated on the Property Data Form. The listing price on auction properties shall be entered in as either the tax value, reserve price or the minimum bid and listed as Auction in the Listing Type field. For listings in a Proposed Construction status, the estimated price range may be entered.

**Section 1.9 LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be indicated individually on the Property Data Form. When part of a listed property has been sold, proper notification must be given to the Service by entry into the on-line system.

**Section 1.10 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:** The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

**Section 1.11 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS:** Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

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

**Section 1.12 TERMINATION DATE ON LISTINGS:** All properties entered into the Service must bear a definite and final termination date as negotiated between the listing broker and the seller.

**Section 1.13 – SERVICE AND MANDATORY-LISTING AREAS:** The Service Area of the Service is the state of North Carolina. The Mandatory-Listing Area of the Service is the counties of Guilford, Forsyth, Davidson, Randolph, Rockingham, Davie, Surry, Stokes, Wilkes, and Yadkin in North Carolina. Only listings of the designated types of property located within the Mandatory-Listing Area of the MLS are required to be submitted to the Service. Listings of property located outside the Mandatory-Listing Area but within the Service Area will be accepted if submitted voluntarily by a participant. Listings of property located outside of the MLS's Service Area will be accepted if submitted voluntarily by a Participant, but cannot be

required by the Service.

**Section 1.14 LISTINGS OF SUSPENDED PARTICIPANTS:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently entered into the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his or her clients.

**Section 1.15 LISTINGS OF EXPELLED PARTICIPANTS:** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently entered into the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his or her clients.

**Section 1.16 LISTINGS OF RESIGNED PARTICIPANTS:** When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his or her clients.

**Section 1.17 Co-Listing Procedures:** Co-listed properties shall be reported to the service by entry of a "list agent" and a "co-list agent" in the online system. At the time of a co-list, Participants will decide in writing which licensee will be the primary list agent and that person shall receive the production credit for that listing at closing.

Co-listings will not be accepted into Triad MLS when one of the co-listing agents is not a "subscriber/user" of the Triad MLS, including a licensee who is subject to a fee waiver under Section 6.1. The fine for co-listing violations are as described in the Compliance Fee Schedule for Category III Violations.



**Section 1.18 Data Entered into MLS for Comparable Purposes Only:** In order for sold data to be entered into the system for the sole purpose of comparable information, a Triad MLS subscriber/participant must represent at least one side of the transaction. There are two methods of entering sold data into Triad MLS for comparable purposes: Buyer Agency Sales, and Firm Exclusive Sales.

If the comp sale is not submitted to the MLS within three (3) business days of its closing date, they cannot be entered into the MLS.

**Section 1.18.1 Buyer Agency Sale:** This allows selling agents representing a buyer the ability to enter a transaction. The following apply:

- (A) The selling firm/agent are the only ones allowed to enter a Buyer Agency Sale
- (B) The selling agent must enter all the required fields on the Comp Only listing input form
- (C) At least one photo is required
- (D) A Buyer Agency Sale MUST have permission from the current owner in order for the selling agent to enter into the MLS (must be available by request)
- (E) Listing Agent will automatically default to NonMember.

**Section 1.18.2 Firm Exclusive Sale:** This allows a listing brokerage the ability to enter a Firm Exclusive Sale after the close of the transaction.

- (A) The listing firm/agent are the only ones allowed to enter a Firm Exclusive Sale. The Selling Agent MUST be an agent within the firm.
- (B) A Firm Exclusive Sale can be entered by the listing agent as long as the Listing Agreement does not prevent the agent from listing in the MLS
- (C) The agent must enter all the required fields on the Comp Only input form
- (D) At least one photo is required

**Section 1.19 Property Addresses:** At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

## **SELLING PROCEDURES**

**Section 2 SHOWINGS AND NEGOTIATIONS:** Appointments for showings are required. All appointments for showings and all negotiations with the seller for the purchase of listed property entered into the Service shall be conducted through the listing broker except under the following circumstances:

- (A) **SHOWINGS:** The listing broker gives cooperating brokers or his or her licensee specific

authority to show the property subject to any showing instructions contained in the on-line system. If after reasonable effort, the cooperating broker cannot contact the listing broker or his or her licensee(s), then cooperating broker may contact seller directly, in which case the cooperating broker shall, at the earliest opportunity, report to the listing broker any showing of property. The listing broker, at his option, may preclude such direct showing by subagents, buyer's agents or both by noticing such intent in his remarks on the property data form in the on-line system. If a key is obtained from the broker, the cooperating broker or his or her licensee shall return the key immediately. If access is gained to a vacant property via a lockbox, the licensee shall notify the listing broker at the earliest opportunity.

- (B) **NEGOTIATIONS:** If after reasonable effort, the cooperating broker or his or her licensee cannot contact the listing broker or his or her representative or one of the licensee(s) in that firm, then the cooperating broker or his or her licensee shall contact the Shareholder's corporate office or the corporate office of those Associations of REALTORS® who subscribe to the Service to which the listing broker belongs for assistance. The listing broker, at his or her option, may preclude such direct negotiations by noticing such intent in the remarks on the Property Data Form in the on-line system.

**Section 2.1 PRESENTATION OF OFFERS:** The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker or his or her licensee(s) a satisfactory reason for not doing so.

**Section 2.2 SUBMISSION OF WRITTEN OFFERS:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller(s) obtain the advice of legal counsel prior to acceptance of the subsequent offer. Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

**Section 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:** The cooperating broker or his or her licensee(s) has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. The cooperating broker or his or her licensee(s) does not have the right to be present at any subsequent discussion or evaluation of that offer by the seller(s) or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

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

**Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-**

**OFFERS:** The listing broker or his or her licensee has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

**Section 2.5 REPORTING SALES TO THE SERVICE:** All Participants are obligated to report status changes, including final closings of sales, on listings submitted to the Service, regardless of the level of service or type of listing agreement associated with the listing. Reporting sales information is a condition of submitting any listing to the Service.

Final closing of sales shall be reported to the service by the listing broker within three (3) business days after they have occurred. If negotiations were carried on under Section 2(A) or (B) hereof, the cooperating broker shall report accepted offers to the listing broker within one (1) business day after occurrence and the listing broker shall report them to the service within two (2) business days after receiving notice from the cooperating broker.

In the event Participants have co-listed a property, the primary listing agent (as defined in Section 1.16) shall report the sale to the service.

For new construction listings, a valid street address must be reported to the Service by entry into the on-line system as soon as possible and no later than the close of the sale.

**NOTE:** The listing agreement of a property entered into the Service must include a provision expressly granting the listing broker authority to advertise; to enter the listing with the Service; to provide timely notice of status changes of the listing to the Service; and to provide sales information including selling price to the Service upon transfer of title. Since the Service desires to publish the contract date prior to transfer of title, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the Service to its Participants.

**Section 2.6 [Intentionally deleted.]**

**Section 2.7 ADVERTISING OF PROPERTY ENTERED INTO THE SERVICE:** A listing shall not be advertised by any Participants, other than the listing broker, without the prior consent of the listing broker with the exception of Internet Data Exchange (IDX), in which case, the participant must follow the IDX Rules and Regulations (see Section 18)

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

## **REFUSAL TO SELL**

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

## PROHIBITIONS

**Section 4 INFORMATION FOR PARTICIPANTS ONLY:** Any property entered into the Service shall not be made available to any broker or firm not a Participant of the Service without the prior consent of the listing broker. A Participant with licensees who are subject to a fee waiver under Section 6.1 may not make available to those licensees listings of other brokers in the MLS. The preceding sentence does not prohibit a licensee from accessing listing records from another MLS or from any other source lawfully available to the licensee.

**Section 4.1 "FOR SALE" SIGNS:** Only the "For Sale" signs of the listing broker(s) may be placed on a property.

**Section 4.2 "SOLD SIGNS":** Prior to closing, only the "Sold" sign of the listing broker shall be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

**Section 4.3 SOLICITATION OF PROPERTY ENTERED INTO THE SERVICE:** Participants shall not solicit a listing on a property entered into the Service unless such solicitation is consistent with **ARTICLE 16** of the REALTORS® **CODE OF ETHICS**, its **STANDARDS OF PRACTICE**, and its **CASE INTERPRETATIONS**.

**NOTE 1:** This **Section** is to be construed in a manner consistent with the **CODE OF ETHICS STANDARD OF PRACTICE 16-4**. This **Section** is intended to encourage sellers to permit their properties to be entered into the Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

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

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

This **Section** does not preclude solicitation of listings under the circumstances otherwise recognized by the **STANDARDS OF PRACTICE** related to **ARTICLE 16** of the **CODE OF ETHICS**.

**Section 4.4 Use of the Terms MLS and Multiple Listing Service:** No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not 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. The provisions of this section apply to licensees affiliated with a Participant who are subject to a fee waiver under Section 6.1.

**Section 4.5 Services Advertised as Free:** MLS participants and subscribers must not represent

that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services.

## **DIVISION OF COMMISSIONS**

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

**NOTE 1:** In entering a property with the Service, the Participant is making blanket unilateral offers of compensation to the other Participants, and must, therefore, specify on each property entered into the Service, the compensation being offered to the other Participants. Specifying the compensation on each property is necessary because the cooperating broker has the right to know what his or her compensation shall be prior to his or her endeavor to sell.\*

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in any other agency or non-agency capacities defined by law) which may be the same or different.

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

The Service shall not have a rule requiring the listing broker to disclose the amount of the total negotiated commission in his or her listing contract, and the Service shall not publish the total negotiated commission on a property which has been entered into the Service by Participants. The Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

\*The compensation specified on properties entered into the Service shall appear in one of two forms. The essential and appropriate requirement by the Service is that information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of submitting an offer to purchase. The compensation specified on listings published by the Service may be shown in one of the following forms:

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

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

**NOTE 3:** The Service shall make no rule on the division of commissions between Participants and non-participants. This remains solely the responsibility of the listing broker.

**NOTE 4:** The Service, as its discretion, may adopt rules and procedures enabling Participants to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction.

**NOTE 5:** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

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

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

**Section 5.1 PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee (or licensed and/or certified appraiser) affiliated with a Participant has any interest in any property entered into the Service, the Participant shall disclose that interest when the property is entered into the Service and such information shall be disseminated to all Participants.

**Section 5.2 PARTICIPANT AS PURCHASER:** If a Participant or any licensee (or licensed and/or certified appraiser) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker prior to the time an offer to purchase is submitted to the listing broker.

**Section 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sales/lease results through the efforts

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

**Section 5.4 Display of Listing Broker's Offer of Compensation:** Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

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

## SERVICE CHARGES

**Section 6 SERVICE FEES AND CHARGES FOR ASSOCIATIONS OF REALTORS®:**

The following service charges for operation of the Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

- (A) **Initial Participation Fee:** When service is sold to other Associations, this fee shall be paid to the Triad Multiple Listing Service, Inc., as prescribed by the Board of Directors.
- (B) **Recurring Participation Fee:** The monthly participation fee of each Shareholder or other subscriber associations to this Service shall be in such amount as established annually by the Board of Directors after approval in accordance with Article V and VI, (F)(4) of the Bylaws.

On or about the first day of the quarter (January, April, July, October) Triad MLS will run queries to determine the number of users that are active, were active, or were new for the previous quarter (the "Quarterly User Report"). Triad MLS shall send each Shareholder or subscriber association its respective draft Quarterly User Report. Triad MLS and the Shareholder or subscriber association shall work together to resolve any discrepancies, errors, or inaccuracies in the Quarterly User Report. Thereafter, Triad MLS shall send each Shareholder or subscriber association an invoice for the previous quarter based on the final Quarterly User Report. The bill shall be paid on or before the last day of the month in which it is billed. In the event the bill is unpaid by the twentieth day of the month in which it is billed, an additional notice will be sent via fax. Unlicensed individuals or those whose real estate or appraisal licenses are inactive and who are solely engaged in soliciting business as a relocation coordinator or employed as a secretary must have an approved Unlicensed Assistant Request on file with the Triad MLS. Unlicensed Assistants may not be performing any acts requiring licensure as outlined in Articles 1&2, as approved by the North Carolina Real Estate Commission. Any disputed amount shall be paid until otherwise overturned at a Board of Directors meeting.

(C) **Unlicensed Assistant Request Procedure:**

1. Triad MLS Unlicensed Assistant Request Applications must be submitted to Triad MLS on the form shown as Exhibit 3.
2. Upon receipt of the request, user will be assigned a 14-day password. The user must attend training class prior to the expiration of the password.
3. If the Triad MLS Board of Directors denies the Unlicensed Assistant Request Application, the staff from the Shareholder or from the Association of REALTORS® who subscribe to the Service shall notify the Participant Member as to the reason(s) why the request was denied.
4. The decision of the Triad MLS Board of Directors is final.
5. If the broker-in-charge who signs the Triad MLS Unlicensed Assistant Request Application resigns from his or her Association, the application is null and void and must be resubmitted to Triad MLS.
6. If the Unlicensed Assistant either obtains an active real estate or appraisal license or begins performing acts requiring licensure, the Participant must notify both the Association and the Triad MLS Board of Directors in writing within ten (10) business days and the Unlicensed Assistant must become a full dues-paying user of the Triad MLS. If the Participant does not notify the Association and the Triad MLS Board of Directors, he or she will be subject to penalties imposed by the Board of Directors. Violators will be billed for MLS access from the date (plus 10 days) they obtained an active real estate or appraisal license.

**Section 6.1 SUBSCRIBER/USER FEE WAIVERS:** MLS, through its Shareholders or other subscriber associations, provides Participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser in a participating office who can demonstrate subscription to a different MLS where the principal broker for the office also participates. MLS, through its Shareholders or other subscriber associations, requires Participants to sign a certification for nonuse of MLS services, which includes penalties and termination of the waiver if violated.

For purposes of this Section 6.1 and all rule provisions referring to it, “licensee” refers to non-principal salespersons and licensed and certified appraisers. Section 6.1.1 sets out the conditions for fee waiver, Section 6.1.2 the process for obtaining and maintaining waivers, Section 6.1.3 circumstances under which waiver is revoked and consequences of revocation, and Section 6.1.4 the consequences of repeated violations of these policies.

**Section 6.1.1 Conditions for Waiver:** Fee waivers are available for non-principal broker and non-principal appraiser licensees in offices participating in MLS, provided the Participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must be a subscriber in another multiple listing service.
- b. During any period for which a licensee’s fees are waived, the licensee shall refrain from using any of the following services of this MLS:
  1. Using this MLS’s systems, databases, etc. This does not include accessing listing information of the licensee’s own broker or of other brokers through the Participant’s IDX site or elsewhere. It does include accessing such information on the Participant’s VOW (which is for consumers’ personal use).
  2. Being identified as a listing agent on an active or pending property listing in this MLS.



3. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
4. Using this MLS's data on an IDX or VOW website identified as the fee-waived licensee's site or page.
5. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived licensee.

**Section 6.1.2 Process for Obtaining and Maintaining Waivers:** The Participant must at all times provide to Shareholder or subscriber association up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. The Participant must identify which licensees are subject to fee waivers and for each waived licensee the other MLS in which he/she is a subscriber on the waiver certification form.

In order to obtain a waiver for any licensee in the Participant's office, the Participant must execute the Shareholder's or subscriber association's form for listing fee-waived licensees and the certification on it. In order to maintain a waiver for any licensee, the Participant and licensee must continue to satisfy the requirements of Section 6.1.1 and must recertify of the matters addressed in this section annually.

**Section 6.1.3 Revocation of Waiver:** The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in this section.

- a. The Participant or fee-waived licensee may revoke the waiver at any time upon notice to the Shareholder or subscriber association. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to Shareholder or subscriber association under its normal fee schedule for the current period for the subscriber (including pro-rata fees for any partial service period and any application fees if none have previously been paid for the subscriber) shall immediately become due and payable. In the event a fee-waived licensee appears as a listing agent on an active or pending listing in this MLS, the Participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (a).
- b. If this MLS or the Shareholder or subscriber association determines that the fee-waived licensee has used any of the services of this MLS listed in Section 6.1.1(b) during a fee-waiver period, MLS, or the applicable Shareholder or subscriber association, may terminate the fee waiver upon notice to the Participant and licensee. In this case, the consequences of subsection (a) apply, and in addition to them, the Shareholder or subscriber association may recover from participant or subscriber (i) all the fees that the Shareholder or subscriber association would have collected had the fee-waived licensee been a subscriber during the entire period of the waiver, and (ii) a fine as described in the Compliance Fee Schedule for Category III Violations. After six months, the Participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

**Section 6.1.4 Consequences of Repeated Violations:** A pattern of repeated violations of Section 6.1.1(b) exists when a Participant allows any combination of three or more violations of Section 6.1.1(b), whether the Participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber/user

commits three or more violations of Section 6.1.1(b). In the event that a Participant, fee-waived licensee or subscriber/user exhibits a pattern of repeated violations of Section 6.1.1(b), Shareholder or subscriber association may suspend all fee waivers for the Participant or licensee (or both) for a period of up to three years. If, after such a period of suspension, a Participant or licensee again exhibits a pattern of repeated violations, Shareholder or subscriber association may permanently terminate fee waivers for the Participant or licensee (or both). In the event a Participant or licensee subject to suspension or termination of waivers moves to a new office as a Participant, that office shall be ineligible for waivers during the pendency of its Participant's suspension or termination. In the event a Participant or licensee subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination.

## **COMPLIANCE WITH RULES**

### **Section 7.0 COMPLIANCE WITH RULES – AUTHORITY TO IMPOSE DISCIPLINE:**

By becoming and remaining a Participant or subscriber/user in this MLS, each Participant and subscriber/user agrees to be subject to the Rules & Regulations and any other MLS governance provision. Each Participant is subject to these rules with regard to licensees affiliated with the participant who are subject to fee waiver under Section 6.1. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

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

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

**Note 2:** MLS participants and subscribers can receive no more than three (3)

administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. See the Triad MLS Compliance Fee Schedule for more detail.

### **Section 7.1 COMPLIANCE WITH RULES:**

The following action may be taken for noncompliance with the rules:

- (A) For Shareholder/Subscriber Associations for failure to pay any service charges, fees or fines as provided under **Section 6 (B)** and provided that at least ten days' notice has been given by registered mail with return receipt requested, the service to the Shareholder or to those Associations of REALTORS® who subscribe to the Service shall be suspended and a 1 ½% service charge added to the unpaid balance until the service charges or fees are paid in full.
- (B) For Participants or subscribers/users for failure to comply with any other rule, the provisions of **Sections 9 and 9.1** shall apply.
- (C) At no time may any Shareholder or any Participant sign any agreement, contract, license, etc., which in any way allows access to any person(s) who downloads the data for the purpose of manipulating the raw data into any other form other than those specifically licensed by the Board of Directors of the Triad Multiple Listing Service, Inc.

**Note:** Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. Triad MLS's fines are established in Compliance Fee Schedule.

**Section 7.2 APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS:** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant.

## **MEETINGS**

**Section 8 MEETINGS OF THE BOARD OF DIRECTORS OF THE TRIAD MULTIPLE LISTING SERVICE:** Meetings shall be held in accordance with Article VII of the Bylaws.

### **Section 8.1 MEETINGS OF THE TRIAD MULTIPLE LISTING SERVICE**

**COMMITTEE:** Meetings shall be held in accordance with Article VII of the Bylaws.

## **ENFORCEMENT OF RULES OR DISPUTES**

**Section 9.0 CONSIDERATION OF ALLEGED VIOLATIONS:** The Triad MLS Board of Directors via its staff or via Participant's Association shall give consideration to all written complaints having to do with violations of the Rules & Regulations in accordance with the Triad MLS Common Compliance Policy in Addendum A. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are described in these Rules & Regulations.

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

**Section 9.1 VIOLATIONS OF RULES AND REGULATIONS:** If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Triad MLS Board of Directors via its staff or via Participant's Association, and if a violation is determined, may direct the imposition of sanction in accordance with the Triad MLS Common Compliance Policy in Addendum A, provided that the recipient of said sanction(s) may request a hearing before Participant's Association in accordance with the appeals process and policy of that Association, which shall be consistent with the procedures established in the NAR Code of Ethics and Arbitration Manual.

Alleged violations involving unethical conduct shall be referred to the professional standards committee of Participant's Association for processing in accordance with the professional standards procedures of that Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the Association.

**Section 9.2 COMPLAINTS OF UNETHICAL CONDUCT:** All other complaints of unethical conduct shall be referred by the Board of Directors or such body duly authorized by them to the Association of REALTORS® to which the Participant belongs for appropriate action in accordance with the professional standards procedures established by that Association.

**Nothing in any part of Section 9 shall be construed to require that a Participant who holds membership in a Shareholder Association file the complaint only through the procedures outlined above. Such Participant may elect to file the complaint directly with his or her own Association/MLS or with the Association/MLS of another Shareholder, or with Triad MLS.**

### **Section 9.3 PASSWORD SECURITY VIOLATIONS:**

1. Users receive training from Triad MLS regarding the security of passwords and fines for violations, and agree in Triad MLS's end user license agreement to comply with the password security policy.
2. The fine for password security violations are as described in the Compliance Fee Schedule for Category III Violations.

**Section 9.4 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT:** Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to Triad MLS and Participant's Association executive. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to Triad MLS and Participant's Association executive not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.4 of the MLS rules.

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

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

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

**Section 9.5 MLS RULES VIOLATIONS:** MLS Participants may not take legal action against another participant for alleged rules violation(s) unless the complaining Participant has first exhausted the remedies provided in these rules.

## **CONFIDENTIALITY OF SERVICE INFORMATION**

**Section 10 CONFIDENTIALITY OF SERVICE INFORMATION:** Any information, exclusive of tax data, provided by the Service to the Participants, or others who access the system, shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of the Participants, and real estate licensees affiliated with such Participants entitled to access, and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and licensed or certified appraisers affiliated with such Participants entitled to access directly related to the Participants' attempting to locate ready, willing, and able buyers for the properties in the compilations or the preparation of appraisals for prospective purchasers of the properties described in the MLS compilation and authorized under a Participant's licensure(s) or certification. Any unauthorized uses are prohibited.

**Section 10.1 SERVICE NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:**

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

**Section 10.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** The National Association's Board of Directors approved consolidation of five (5) Statements of Multiple Listing Policy on comparable and statistical information into a single Statement of MLS Policy (Statement 7.3 – Statistical Reports). This Statement of Multiple Listing Policy shown in the 2015 Handbook on Multiple Listing Policy as at Part Two: Policies, D. Data, Statistical Reports, Section 1 – Statistical Reports now provides that only MLS Participants are entitled to receive statistical reports, sold information, and other informational reports derived from the MLS. Associations may, at their discretion, make this information available to REALTORS® or others who do not participate in the MLS.

## **OWNERSHIP OF SERVICE COMPILATIONS\* AND COPYRIGHTS**

**Section 11 AUTHORIZATION:** By the act of submission of any real property listing content to the Service, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant authority to the Service and to each Shareholder and Association of REALTORS® who subscribe to the Service license to include the listing content in its copyrighted "Compilation," as that term is defined herein, and also in any statistical report on "Comparables." The term "Compilation," as used in **Section 11** and **12** herein, shall be construed to mean any collection or assembling of real property facts, content, and information disseminated hereunder to the Participants in the Service without regard to the medium or form of presentation including, but not limited to, bound book, loose-leaf binder, computer database, card file, or any other format. 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.<sup>1</sup>

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<sup>1</sup> 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.

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

**Section 11.1 OWNERSHIP OF COMPILATION:** All rights, title, and interest in each listing of each Shareholder and Association of REALTORS® who subscribe to the Service submitted for inclusion in the Compilation shall at all times remain vested in such Shareholder or Association of REALTORS®; however, all rights, title and interest in new material added to such listings and subsequently incorporated into the Compilation by the Service and all rights, title and interest to the Compilation and in the copyright accruing to the Compilation, but not the individual listings, shall at all times remain vested in the Service.

**Section 11.2 ACCESS TO COMPILATION:**

Each Participant shall be entitled to lease from any Shareholder or of those Associations of REALTORS® who subscribe to the Service at the same costs charged to its own members a number of copies of each active Compilation sufficient to provide the Participants and each person affiliated as a licensee (including licensed or certified appraisers, but not including any licensee subject to fee waiver under Section 6.1) with such Participants with one copy of such Compilation. The Participants shall pay for each such copy the rental fee as established by the Board of Directors of each Shareholder or of those Associations of REALTORS® who subscribe to the Service as determined from time to time. Participants shall acquire by such lease only the right to use the Compilations in accordance with these rules.

## **USE OF COPYRIGHTED COMPILATIONS**

**Section 12 DISTRIBUTION:** Participants shall at all times maintain control over and responsibility for each copy of any Compilation leased by them from any Shareholder or from those Associations of REALTORS® who subscribe to the Service and shall not distribute such copies to persons other than users who are affiliated with such Participants as licensees or to those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, or to other authorized users. Use of information developed by or published by the Service is strictly limited to the activities directly related to the Participants attempting to locate ready, willing, and able buyers for the properties in the compilations or the preparation of appraisals for prospective purchasers of the properties described in the Compilation and authorized under a Participant's licensure(s) or certification. Any other is unauthorized and prohibited. Further, none of the foregoing is intended to convey participation or membership in or any right of access to information developed by or published by the Service where access to such information is prohibited by law.

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

buyers for the properties described in said MLS compilation. "Persons affiliated as licensees" in the previous sentence does not include licensees subject to fee waiver under Section 6.1.

**Section 12.2 REPRODUCTION:**

- (A) Participants or their affiliated licensees shall not reproduce any compilation or any portion thereof except for the reproduction and distribution to prospective customers and clients of a reasonable number of single copies of listing data contained in the Compilation relating to any properties in which prospective purchasers are, or may, in the judgment of the Participant or their affiliated licensees, be interested. "Persons affiliated as licensees" in the previous sentence does not include licensees subject to fee waiver under Section 6.1. The term "reasonable," as used herein, should be construed to permit only limited reproduction of listing data as required to facilitate the prospective customer's or client's decision-making process with respect to properties in which the customer or client has a bona fide interest or in which the Participant is seeking to promote interest. Factors which shall be considered in deciding whether the reproductions are reasonable in number shall include, but are not limited to, the total number of properties in the Compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.
- (B) Reproductions made in accordance with this section shall be prepared in such a fashion that the listing data of properties other than those in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.
- (C) Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other presentations of data pertaining exclusively to properties currently listed for sale with the Participant.
- (D) Any real property listing information submitted to the Service, whether submitted in written or printed form, 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. (The previous sentence does not apply to licensees subject to fee waiver under Section 6.1.) Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.
- (E) None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables," or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably



estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

**Section 12.3 No modification of other Participants' content.** A Participant shall not change the content of any MLS Listing Information (as that term is defined in Section 20.1(d) of these rules) of any other Participant from the content as it is provided in the Service, without regard to the means by which it is disclosed, including oral disclosure or disclosure through a VOW. A Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these rules as long as the source of such other information is clearly identified. This rule does not otherwise restrict the format of display of MLS Listing Information or the display of fewer than all of the listings or fewer than all of the authorized information fields.

**Section 12.4 Disclaimer of liability.** In any display or disclosure of MLS Listing Information (as that term is defined in Section 20.1(d) of these rules), including oral disclosure and display on a VOW, a Participant shall include a notice indicating that the MLS Listing Information is deemed reliable but is not guaranteed accurate by the Service. A Participant's display or disclosure may include other appropriate disclaimers necessary to protect the Participant and the Service from liability.

**Section 12.5 Confidential Data Fields.** A Participant shall not disclose to any consumer, whether orally, on a VOW or IDX web site, or via any other means, any of the following data fields, which the service has classified as confidential. The preceding sentence notwithstanding, a Participant may disclose the contents of any of these fields only to the extent, and only at the time, that the Code of Ethics or state or federal law gives rise to an obligation to do so.

Agent Only Remarks

Owner Name

Showing Instructions (This is not the 'Show Instr' field that has a required default value of 'Appointment Required'. It is the field in Add/Edit labeled 'Showing Directions' which is a free form text field. On reports, this field is labeled 'Showing Instructions').

Lock Box Info

Appointment Center Phone Number (This is the field that is entered by MLS staff in the office record which then populates to every listing belonging to that office)

List Type (AP, EA, ERR, ERS or LS)

Agency Type (Both, Buyer Agent Only, or Sub Agent Only)

Contract Date

Withdrawn Date

List Date

Expire Date

**12.5.1 ListHub Syndication Remarks:** ListHub Syndication remarks are considered public remarks, and are intended to be included in listing displays ONLY on "third-party" websites that Participants select through the ListHub utility. Participants and Subscribers may only include the physical characteristics of the property and or neighborhood, listing agent contact information, including phone numbers, email addresses, website information, and open house information. Syndication remarks are prohibited from including additional self-promotion. Participants and

Subscribers may not use the syndication remarks for purposes of conveying information about other offices, disparaging other real estate agents, the transaction or the subject property. Participants and Subscribers may not include information considered confidential as described in Sections 10, and 12.5.

## USE OF INFORMATION

**Section 13 LIMITATIONS ON USE OF INFORMATION:** Use of MLS current listing information from any Shareholder or Association of REALTORS® who subscribes to the Service, from a "Statistical Report," or from any "sold" or "comparable" report of a Shareholder or the Service in public mass-media advertising by a Participant or in other public representations is permitted as provided herein. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by any Shareholder or Association of REALTORS® who subscribe to the Service or the Service itself must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

"Based on information from the Board/Association of REALTORS® (or from the Triad MLS) for the period (date) through (date)."

**Section 13.1 PARTICIPANTS' USE OF INFORMATION:** Use of information from real property listings submitted to the Service by any Shareholder or Association of REALTORS® and included in the Compilation is limited to the Participants, real estate licensees affiliated with such Participants, those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. All such use of the information must be directly related to the Participants attempting to locate ready, willing, and able buyers for the properties appearing in the Compilation or to the preparation of appraisals for prospective purchasers of such properties as authorized under a Participant's licensure(s) or certification. Any unauthorized uses are prohibited.

## CHANGES IN RULES AND REGULATIONS

**Section 14 CHANGES IN RULES AND REGULATIONS:** Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Directors of the Triad Multiple Listing Service, Inc. and then by the Shareholders, in accordance with the provisions of Article 10 of the Bylaws of the Service, except that all NAR-mandated changes will occur automatically.

**NOTE: SECTIONS 15 and 16 were intentionally left blank.**

## ORIENTATION

**Section 17 ORIENTATION:** Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the

MLS rules and regulations and computer training related to MLS information entry and retrieval. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. MLS computer training must be completed within (14) days after access has been provided. After 14 days, access will be denied until computer training is completed. This section applies to licensees subject to fee waiver under Section 6.1 only if their waiver status is revoked.

## **INTERNET DATA EXCHANGE**

### **Section 18 INTERNET DATA EXCHANGE (IDX):**

#### **IDX TERMS DEFINED**


1. “Internet Data Exchange ” affords MLS Participants subscribing to the program (the “Internet Data Exchange Subscriber” or “IDX”) the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listings. Participants’ consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies Triad 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.
2. The “Internet Data Exchange Database” is the current aggregate compilation of all active and pending exclusive right to sell and exclusive agency listings and all sold listing data starting from January 1, 2012 of all Internet Data Exchange Subscribers except (a) those active or pending listings where the property seller has opted out of Internet publication by so indicating on the listing contract; (b) those sold listings where the listing broker has opted out of Internet publication by so indicating on the MLS system.
3. “Internet Data Exchange User” (IDXU) is defined as a non-principal broker or sales licensee affiliated with an IDX. An IDXU may display information available through IDX on his own website subject to his IDX’s consent and control and the requirements of state law or regulation. The previous sentence does not apply to licensees subject to fee waiver under Section 6.1.

**Section 18.1 INTERNET DATA EXCHANGE:** An Internet Data Exchange Subscriber or Internet Data Exchange User may republish all or a portion of the Internet Data Exchange Database on the Internet or Frame the Triad MLS Search page in accordance with the following provisions and in keeping with any policies that Triad MLS may adopt from time to time. Unless expressly contravened by the provisions of this section, all other rules and regulations remain in full force and effect.

### **Section 18.2 REPUBLICATION/FRAMING OF INTERNET DATA EXCHANGE DATABASE ON INTERNET PERMITTED:**

- (A) An Internet republication of another IDX’s listing shall not contain more (but may contain less) information than is contained in Triad MLS’s IDX database. Participants

may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc), list price, or type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right to sell or exclusive agency).

- (B) IDX participation is available to all MLS Participants engaged in and licensed in North Carolina to provide real estate brokerage services to buyers or sellers in real estate transactions and consent to display of their listings by other Participants. An IDX must be contributing his/her listings to the IDX database, except those listings identified in Section 18(2)(a), (b), and (c).
- (C) IDXs / IDXU must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.
- (D) The IDXs / IDXU shall refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.
- (E) An IDXs / IDXU may not modify or manipulate the republication of data relating to another IDXs’s listing. IDXs / IXUs 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 Triad 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.
- (F) The Triad MLS-approved icon and an explanation that those properties marked with the icon are provided courtesy of the Triad MLS, Inc.’s, Internet Data Exchange Database must appear on the first page of the IDX republication where the listing data is displayed. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 
- (G) Any search result in the republication identifying another IDXs’s listing in a brief or “thumbnail” format shall bear the Triad MLS-approved icon or the TRIAD MLS-approved thumbnail icon immediately adjacent to the property information to identify the listing as a TRIAD MLS listing. A thumbnail display of another IDXs’s listing may not include any contact information or branding of the IDXs / IDXU who owns the web site or any of its agents. A thumbnail display may only include the following: text data about the listing property, a photo of the listing property, the logo of the listing broker or TRIAD MLS-approved icon, and “buttons” providing links for other information.
- (H) A search result in the republication producing a detailed display of another IDXs’s listing shall bear the listing IDXs’s name, the selling IDXs’s name (if the listing has sold) the TRIAD MLS-approved icon, and TRIAD MLS’s copyright notice immediately following the property information. The listing IDXs’s name, selling IDXs’s name, the TRIAD MLS-approved icon, and copyright notice shall be as large as the largest type size used to display the listing data. A detailed display in the republication of another IDXs’s listing may not include any contact information or branding of the Participant who owns the web site or any of its agents within the “body” of the listing data, except that if the displaying IDXs / IDXU is the selling firm/broker on a sold listing, the site may indicate that fact in the body of the listing. The “body” is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
- (I) Any result in the republication identifying another IDXs’s listing shall include the disclaimer “Information Deemed Reliable But Not Guaranteed.” Displays of minimal

information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

- (J) Any Internet web site used for publication of the Internet Data Exchange Database or any portion thereof must be controlled by an IDX and advertised as that IDX's / ID XU's Internet web site. Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate 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. 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.
- (K) All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and type face not smaller than the median used in the display of listing data. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.
- (L) IDXs / ID XUs displaying the Internet Data Exchange Database or any portion thereof may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require IDXs / ID XUs to prevent indexing of IDX listings by recognized search engines. IDXs / ID XUs must prominently post a notice on their website that any use of search facilities of data on the site other than by potential buyers and sellers is prohibited. If an IDX / ID XU suspects “scraping” of the data has occurred, the suspicion and any evidence must be reported to the TRIAD MLS immediately for investigation and action.
- (M) An IDX / ID XU must make changes to an Internet site necessary to cure a violation of TRIAD MLS's Rules within five business days of notice from TRIAD MLS of the violation.
- (N) Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.
- (O) A participant or user 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 participant or user 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.
- (P) No portion of the Internet Data Exchange Database shall be co-mingled with any non-MLS listings on the IDX's / ID XU's Internet web site. Listings (excluded) not in the MLS shall be placed in a separate section part of the web site.
- (Q) IDX's / ID XU's republishing the IDX data must indicate on their web sites that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify perspective properties consumers may be interested in purchasing.

- (R) Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) or other electronic forms of display or distribution.
- (S) Triad MLS has a right to fine for breach of IDX rules or password violations consistent with the provisions of Sections 9 and 9.1 (a) or (b) as applicable.
- (T) Listings displayed pursuant to IDX shall contain only those fields of data designed by the Triad MLS board of directors. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed.
- (U) Sold listings in the IDX Database ("IDX Solds") are subject to the following requirements:
  1. No display of IDX Solds may be identified as a "CMA," "comparable market analysis," "broker price opinion," or "appraisal."
  2. On any page where IDX Solds are displayed, the displaying IDXS / IDXU must provide a disclaimer indicating that the sale data is for informational purposes only and is not an indication of a market analysis or appraisal.
- (V) Any IDX display controlled by an IDXS / IDXU that (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2(U), an IDXS's or IDXU's display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.
- (W) IDXS's / IDXU's 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 18.3 APPROVED FORMS:**

- (A) The Internet Data Exchange Agreement is to be signed when a new firm joins TRIAD MLS.
- (B) Any IDXS / IDXU using a third party to develop/design its website will need to have the Data Display Agreement signed and returned to TRIAD MLS.

## **Virtual Office Websites (VOWs)**

### **Section 20.1 Definitions and Usage.**

- (A) A “VOW” or “Virtual Office Website” 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. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker, or by an AVP on behalf of a Participant.
- (B) “Participant,” as used in Section 20 of these rules, includes a Participant’s affiliated non-principal brokers, except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability.” A non-principal broker affiliated with a Participant, except one subject to fee waiver under Section 6.1, may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker is subject to the Participant’s oversight, supervision, and accountability.
- (C) “AVP” or “Affiliated VOW Partner” 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) “MLS Listing Information,” as used in Section 20 of these rules, refers to active, pending, and off-market listing information and sold data provided by Participants to the Service and aggregated and distributed by the Service to Participants.
- (E) “VOW Policy” means the Virtual Office Website Policy of the Service, adopted pursuant to the requirements of the National Association of REALTORS®.
- (F) “Registrant” has the meaning given to it in Section 20.3(a)(i).
- (G) “Terms of use” has the meaning given to it in Section 20.3(d).

**Section 20.2 Scope limited; Other services permitted; No listing broker permission required.**

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

**Section 20.3 Prerequisites for access; Registration; Terms of Use.**

- (A) **Prerequisites for access.** 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:

1. 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.
  2. 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.
  3. 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 his or her user name and password. The Participant must also assure that any email address is associated with only one user name and password.
- (B) **Password expiration; Retention of records.** The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.
- (C) **Disclosure of records to the Service.** 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 rules, the Participant shall, upon request of the Service, 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 Service, provide an audit trail of activity by any such Registrant.
- (D) **Terms of use.** 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:
1. the Registrant’s acknowledgement that he or she has entered into a lawful consumer-broker relationship with the Participant;
  2. the Registrant’s agreement to use information obtained by the Registrant from the VOW only for the Registrant’s personal, non-commercial use;
  3. the Registrant’s representation and warranty 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;
  4. the Registrant’s agreement not to 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;



5. the Registrant's acknowledgement of the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(E) **Terms of use impose no financial obligation or representation.** The Terms of Use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(F) **Access for review purposes.** The Terms of Use agreement shall also expressly authorize the Service, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with 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 20.4 Contact information; Response to inquiries.** 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 20.5 Preventing unauthorized use of data.** 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 Service.

**Section 20.6 Sellers withholding listings and addresses from Internet.**

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

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

Seller Opt-Out Form

1. Please check either Option a or Option b

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

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

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

\_\_\_\_\_ initials of seller

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

**Section 20.7 Third-party commentary; Automated valuation; Professional judgment.**

(A) Subject to Section 20.7(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) to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(B) 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 shall communicate to the Service that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 20.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 20.8 Means to correct errors.** 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 Service 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 20.9 Frequency of updates.** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 20.10 No other distribution permitted.** Except as provided in these rules, the 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 20.11 Privacy policy required.** 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 20.12 Listings excluded from display based on objective criteria.** 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, and type of property.

**Section 20.13 Access to VOW for compliance evaluation.** A Participant who intends to operate a VOW to display MLS Listing Information must notify the Service of its intention to establish a VOW and must make the VOW readily accessible to the Service 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 20.14 Multiple VOWs permitted.** 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 20.15 Password expiration.** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

**Section 20.16 Advertising and 'co-branding.'** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

**Section 20.17 Displaying listings 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 Service, to identify the source of the listing.

**Section 20.18 Searching listings from other sources.** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the Service, to be searched separately from the MLS Listing Information.

**Section 20.19 License agreement required.** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the Service.

## **Addendum List**

A Common Compliance Policy

## **Exhibit List**

1 Triad MLS Business Rules  
2 Residential Square Footage Guidelines  
3 Triad MLS Unlicensed Assistant Request Policy & Application  
4 NCREC Bulletin Article found on [www.ncrec.state.nc.us](http://www.ncrec.state.nc.us).

## Addendum A

# Addendum to Triad MLS Rules and Regulations Common Compliance Policy

*Policy Adopted October 22, 2020*

*Policy Effective January 1, 2021*

*Policy Revised October 21, 2021*

The purpose of this policy is to ensure the integrity of the MLS including the accuracy of its data. Violations will be processed in accordance with this policy. This policy, including the citable offenses and fines, are subject to change upon approval of the Triad MLS Board of Directors.

Compliance enforcement activities consistent with this policy and the Triad MLS Rules and Regulations will be performed, subject to a service agreement between Triad MLS and a Shareholder or Subscribing Association, by (i) Triad MLS or (ii) a Shareholder or Subscribing Association with respect to its own members.

The Triad MLS Compliance Committee shall meet at least monthly to discuss Triad MLS rules, enforcement trends, and related compliance issues, and, as necessary, will make recommendations to the Triad MLS Board of Directors. The committee will be made up of Triad MLS staff, Association staff, and the Triad MLS President-Elect, appointed by the Triad MLS Board of Directors.

Triad MLS staff will submit a summary report to the Triad MLS Board of Directors containing aggregated monthly compliance trends.

**VIOLATION CATEGORIES:** If a violation occurs, it will fall into one of three categories:

**CATEGORY I VIOLATIONS:** Category I violations are violations related to listing information provided by a participant or subscriber. Category I violations may be “correctable” and do not carry a fine if corrected within the required time frame. In addition, there is no fine for the first violation of a particular rule.

- A. **Staff Action:** Staff will send "Notice of Triad MLS Rules Violation", by email to the attention of the Subscriber (agent) with a cc to the Participant (BIC) as identified in the MLS system. Staff will endeavor to send notices out within 3 business days of the staff being made aware of the violation.
- B. **Compliance:** If correctable, the violation must be corrected within one business day (excluding weekends and holidays) of the date of the notice. After the first violation, if a correctable Category I violation is not corrected within the previously stated time frame, the fine will be automatically assessed.
- C. **Fine:** Fines are identified in the Compliance Fee Schedule. There are no fines for the first violation of a Category I violation.
- D. **Repeat Violations:** Repeat Category I violations carry fines as outlined in the

Compliance Fee Schedule. The number of repeat Category I violations will reset on January 1<sup>st</sup> of each year. After six Category I rule violations, for each rule, Subscribers will be required attend a hearing.

**E. Violations include, but are not limited to:**

1. The following listing data entry rules which must be corrected within 1 business day to avoid a fine;
  1. Prohibited items digitally embedded in photos. See Triad MLS Rules and Regulations Section 1.2
  2. Prohibited items in public remarks and/or directions. See Triad MLS Rules and Regulations Section 1.2
  3. Prohibited items in Virtual Tours. See Triad MLS Rules and Regulations Exhibit 1, Triad MLS Business Rules
  4. Missing Primary Photo. See Triad MLS Rules and Regulations Section 1.2
2. The following rules, which are NOT correctable
  1. Untimely Status Changes (submission rules not related to input of listing). See Triad MLS Rules and Regulations Section 1.2.1

**CATEGORY II VIOLATIONS:** Category II violations are violations related to submission of required listings to the MLS. A Category II violation is not “correctable” and therefore will incur an immediate fine, except as described below.

- A. **Staff Action:** Staff will confirm whether a violation occurred. If staff determines that there is no violation, then the matter is closed. If staff determine that a Subscriber or Participant has violated the “Triad MLS Rules and Regulations,” Staff will send a “Notice of Triad MLS Rules Violation and Fine Notification” to the attention of the Subscriber and the Participant (or just the Participant, as appropriate). Staff will endeavor to send notices within 3 business days of the staff being made aware of the violation.
- B. **Compliance:** Subscriber and/or Participant must provide any staff-requested documentation within two business days of such a request.
- C. **Fine:** Fines are identified in the Compliance Fee Schedule. There are no fines for the first violation of a Category II violation.
- D. **Repeat Violations:** Repeat Category II violations carry fines as outlined in the Compliance Fee Schedule. The number of repeat Category II violations will reset on January 1<sup>st</sup> of each year. After three Category II violations of the same type, Subscribers will be required attend a hearing.

**E. Violations include, but not limited to:**

1. Clear Cooperation Policy. See Triad MLS Rules and Regulations, Section 1.01 and Section 1.4.
2. Late Listing Entry. See Triad MLS Rules and Regulations, Section 1.0

**CATEGORY III VIOLATIONS:** Category III violations are violations related to providing unauthorized access to the MLS and/or its services. Some Category III violations are not “correctable” and therefore will incur an immediate fine.

- A. **Staff Action:** Staff will confirm whether a violation occurred. If staff determines that there is no violation, then the matter is closed. If staff determine that a Subscriber or Participant has violated the “Triad MLS Rules and Regulations,” Staff will send a "Notice of Triad MLS Rules Violation and Fine Notification" to the attention of the Subscriber and the Participant (or just the Participant, as appropriate). Staff will endeavor to send notices within 3 business days of the staff being made aware of the violation.
- B. **Compliance:** If instructed, the subscriber must correct the violation within one business day (excluding weekends and holidays) of the date of the notice. Subscriber must provide any staff-requested documentation within two business days of such a request.
- C. **Fine:** Fines are identified in the Compliance Fee Schedule.
- D. **Repeat Violations:** Repeat Category III violations carry fines as outlined in the Compliance Fee Schedule. *Category III violations do not reset and are carried forward from year to year.* After three Category III violations, Subscribers will be required attend a hearing.
- E. **Violations include, but are not limited to:**
  - 1. Password violation – Unauthorized disclosure of MLS credentials. See Triad MLS Rules and Regulations, Section 9.3.
  - 2. Showing Property while in Coming Soon-No Show status. See Triad MLS Rules and Regulations, Section 1.3(B).
  - 3. Non-compliance with the MLS of Choice waiver policy\*\*. See Triad MLS Rules and Regulations, Section 6.1.
  - 4. Co-listing a property with non-Triad MLS member. See Triad MLS Rules and Regulations, Section 1.17.

## TRIAD MLS COMPLIANCE FEE SCHEDULE

	Category I	Category II	Category III
1st Violation	Warning and probation for the remainder of the year (consistent with Section 7 of Triad MLS Rules and Regulations).	Warning and probation for the remainder of the year (consistent with Section 7 of Triad MLS Rules and Regulations).	\$1,000
Repeat violations of the same offense by the same individual, whether Participant or Subscriber.	2nd \$25 3rd \$50 4th \$100 5th \$200	2nd \$500 3rd \$1000	2nd \$3,000
	6 <sup>th</sup> \$500  Upon the Sixth offense for a particular Category I rule, in addition to the fine, Subscriber will be required to complete a mandatory Triad MLS Training Class (either on-line or in person) within 30 calendar days. If Subscriber does not complete compulsory class, Triad MLS will update Subscriber's record and notify the respective Association at which time a six-month suspension (e.g., inactivation) of Triad MLS access would commence. Subscriber will be returned to active status after completing all required training, and paying all fines and any applicable association fees.	4 <sup>th</sup> \$3000  Upon the fourth Category II violation of the same type, in addition to the fine, Subscriber will be required to complete a mandatory Triad MLS Training Class (either on-line or in person) within 30 calendar days. If Subscriber does not complete compulsory class, Triad MLS will update Subscriber's record and notify the respective Association at which time a six-month suspension (e.g., inactivation) of Triad MLS access would commence. Subscriber will be returned to active status after completing all required training, and paying all fines and any applicable association fees.	3rd – Six month suspension (e.g., inactivation) of Subscriber's Triad MLS access, and Subscriber will be required to complete a mandatory Triad MLS Training Class (either on-line or in person) within 30 calendar days. After six months, Subscriber will be returned to active status if Subscriber has completed all required training, and paid all fines and any applicable association fees.



	After the six Category I violation for a particular rule, Subscriber will be required to attend a hearing before its Shareholder Association (board of directors or committee, as determined by the Shareholder Association). The Shareholder Association may impose any of the disciplinary measures described in Section 7.	After the fourth violation of the same type, Subscriber will be required to attend a hearing before its Shareholder Association (board of directors or committee, as determined by the Shareholder Association). The Shareholder Association may impose any of the disciplinary measures described in Section 7.	After three Category III violations, Subscriber will be required to attend a hearing before its Shareholder Association (board of directors or committee, as determined by the Shareholder Association). The Shareholder Association may impose any of the disciplinary measures described in Section 7.
Non-Payment	\$10 per month the fine is not paid	Inactivation of MLS Services	Inactivation of MLS Services
Interpretive Notes	Category I fines are listed on an individual per-rule basis. For example, violation of the prohibited items in photos rule is considered separately from other listing entry violations. Violations are considered individually on a per-rule basis for the purposes of determining an automatic hearing.	Category II fines are listed on an individual per-rule basis. For example, violation of Clear Cooperation is considered separately from Untimely Status Change. Violations are considered individually on a per-rule basis for the purposes of determining an automatic hearing.	**violations of Triad MLS's MLS of Choice waiver policy will also follow the procedures described in Triad MLS Rules and Regulations, Sections 6.1.3 and 6.1.4.

**FAILURE TO PAY FINES:** For Category I Violations, failure to pay a fine within 30 days from the invoice date (including weekends and holidays) incurs an additional Non-payment Fine as described in the Compliance Fee Schedule. Every 30 days thereafter (including weekends and holidays) an additional \$10 is applied for every month the fine is not paid. For Category II and Category III Violations, failure to pay a fine within 30 days from the invoice date (including weekends and holidays) or complete the training class will result in suspension of MLS services.

**APPEALS:** Subscribers will be required to pay all outstanding fines in full prior to filing an appeal. Each Shareholder or Subscribing Association will handle appeals in accordance with Section 9 of the Triad MLS Rules and Regulations.

## Exhibit 1

### Triad MLS Business Rules

#### **Listing Retention and Management in the MLS System:**

<b>Incomplete</b>	Do not show Incomplete Listings. Delete if not active after 14 days. No MLS number assigned until property becomes active in system.
<b>Coming Soon-No Show</b>	Listing status will change to “Active” automatically on the List/Marketing Date or after 7 days. Listing status can be manually changed to Active before the List/Marketing Date. Once a listing is changed from the Coming Soon-No Show status, it may not be changed back to this status. Listings from any other status may not be changed to Coming Soon-Now Show status unless the listing has been Expired or Withdrawn for more than 90 days, or if the property has been sold or rented.
<b>Active</b>	No time limit
<b>Pending/ Pending AB</b>	No time limit
<b>Temp. Off Market</b>	No time limit—Listing status will change to expired on the expiration date.
<b>Closed*</b>	No time limit—Primary photos will be retained with no time limit. Secondary photos will be retained for 1 year from the closing date. Closed listings should be editable by the user for 30 days after closing. *
<b>Expired*</b>	Any property listing that has not closed, is not pending and that the expiration data has passed must be changed to a status of Expired. No time limit—listings should not be user searchable after 360 days. * Can be returned to Active status by user for 30 days—they should drop off user edit list after 30 days.
<b>Withdrawn*</b>	No time limit They can be returned to Active status by a Head or Office Broker for up to 30 days after withdrawn date. They should drop off of the edit list after 30 days. Properties can only be withdrawn by Head or Office Brokers or their assignees.

\* These listings are held in the system to populate the Archive Report.

#### **Linked Fields MLS Information:**

<b>MLS County/Area</b>	County should be entered in the system from a drop down box.
<b>Agent ID</b>	Listing Agent Full Name, First Name, Last Name, Phone #s, E-mail,

Listing Office ID, Listing Office Name, Phone, Fax, E-mail —Once Agent ID is entered, these fields should auto-populate from the roster entry and be subsequently linked in the detail page

<b>Company ID</b>	Based on Listing Agent. Company ID is set when listing is entered. Based on Sell Agent ID when sale is entered.
<b>Editor</b>	Set to ID of person entering listing.
<b>Listing Date</b>	Cannot be changed once a listing becomes active.
<b>Original List Price</b>	Set to initial list price.
<b>Remarks</b>	Should keep track of character count and stop accepting input at 255 characters.

**Other Information Fields:**

<b>Listing Date</b>	The listing date in the system must be taken from the effective/marketing date on the listing agreement. Do not permit post dating.
<b>Exp/Date</b>	Required but should not suggest an expiration date (except for Residential Rental). Cannot permit a date less than the current date.
<b>Closed Date</b>	<b>The closed date is defined as the date the new deed is recorded.</b>
<b>Main SqFt</b>	Required and cannot be less than 1.
<b>Second SqFt</b>	Not required and must be 0 or greater.
<b>Fin-Basement</b>	Not required and must be 0 or greater.
<b>UnFin Bsmnt</b>	Not required and must be 0 or greater.
<b>Total SqFt</b>	System generated range.
<b>Directions</b>	Directions should keep track of character count and stop accepting input at 255 characters. Should not accept html tag information. Required field.
<b>DOM</b>	Computed from listing date to current date or until expired or closed.

**General Information:**

<b>Stories</b>	Required and must be 1.0 or greater.
<b>Year Built</b>	Required and cannot be less than 1700 or greater than current year.
<b>Completion date</b>	Is not available unless “New” is selected from <b>Built Info</b> field. If available, the value must be equal to or greater than current system date.

**Lot Dim/** Either Lot Size or Acres must contain a value prior to activating a listing.

**Acres** Remove the auto-populated “0” from Acres. Value for Acres must permit less than one acre and the value carried to 2 decimal places.

**Rooms:**

**Bedrooms** Totals for BR must be greater than “0”.

**Baths** Totals for FB must be greater than “0”.  
Totals for ½ baths not required.

**Schools:** All selected from drop down list.  
MLS Staff must have easy way to manage the schools table to add or edit individual school information.

**Additional Features:**

**Pending/Closed** At Pending and Closing, a link (Button) is needed to pull up a roster search for agents. This should not be a link to the Roster Section, but a link directly to the roster search for an individual agent. It should open in a separate window within the add/edit function.

**Tax Auto-Populate** From Add/Edit Screen at Tax ID field, a button should permit user to jump immediately to a Quick Tax. The county should have already been chosen. The type of search should permit entry of appropriate information to return the property, or it should return a list of properties from which the proper one can be selected. The following fields should auto-populate: Owner Name, Year Built, Deed Book and Page, Plat Book and Page, and Tax Value. These values should be able to be overwritten by the user on the add/edit screen

**Multiple Listing Edit** Office managers with multiple agents for whom they may add/edit need the capability to enter several MLS numbers in sequence for editing. Those listings should be presented in a list for selection for editing within that session regardless of the listing type or agent name.

**Copy Listing** Listings should be able to be copied and entered again for use by those agents creating new subdivision entries. The information from one listing to the next should remain unchanged except that the following fields should be blank: **Street Number, Acres, Lot Size, Tax ID, and Deed Book/Page.**

**Print Preview** Photo should not show in print preview in add/edit.

**Add media** Media added to system should be photo or tour type with no advertising. No personal or company web address may be entered into media “URL” space or remarks or directions fields.

**Teams**

When two or more agents work together as a team or as an assistant and agent, one agent may be assigned as the lead agent and all production recorded under their Public ID. The other team members will use their own Public ID and Passwords and if the team chooses, each member will edit their “Full Name Field” to indicate the team name followed by the individual’s initials. This will allow all reports to print the team name instead of individual names on reports and listings.

**Mandatory Fields**    See attached lists.

## **Exhibit 2**

# **Residential Square Footage Guidelines**

### **Introduction**

It is often said that the three most important factors in making a home buying decision are “location,” “location,” and “location.” Other than “location,” the single most-important factor is probably the size or “square footage” of the home. Not only is it an indicator of whether a particular home will meet a homebuyer’s space needs, but it also affords a convenient (though not always accurate) method for the buyer to estimate the value of the home and compare it to other properties.

Although real estate agents are not required by the Real Estate License Law or Real Estate Commission rules to report the square footage of properties offered for sale (or rent), when they do report square footage, it is essential that the information they give prospective purchasers (or tenants) be accurate. At a minimum, information concerning square footage should include the amount of living area in the dwelling. The following guidelines and accompanying illustrations are designed to assist real estate brokers in measuring, calculating and reporting (both orally and in writing) the living area contained in detached and attached single-family residential buildings. When reporting square footage, real estate agents should carefully follow these Guidelines or any other standards that are comparable to them, including those approved by the American National Standards Institute, Inc. (ANSI) which are recognized by the North Carolina Real Estate Commission as comparable standards.\* Agents should be prepared to identify, when requested, the standard used.

### **Living Area Criteria**

Living area (sometimes referred to as “heated living area” or “heated square footage”) is space that is intended for human occupancy and is:

1. Heated by a conventional heating system or systems (forced air, radiant, solar, etc.) that are permanently installed in the dwelling — not a portable heater or fireplace — which generates heat sufficient to make the space suitable for year-round occupancy;
2. Finished, with walls, floors and ceilings of materials generally accepted for interior construction (e.g., painted drywall/sheet rock or panelled walls, carpeted or hardwood flooring, etc.) and with a ceiling height of at least seven feet, except under beams, ducts, etc. where the height must be at least six feet four inches [Note: In rooms with sloped ceilings (e.g., finished attics, bonus rooms, etc.) you may also include as living area the portion of the room with a ceiling height of at least five feet if at least one-half of the finished area of the room has a ceiling height of at least seven feet.]; and
3. Directly accessible from other living area (through a door or by a heated hallway or stairway).

Real estate appraisers and lenders generally adhere to more detailed criteria in arriving at the living area or “gross living area” of residential dwellings. This normally includes distinguishing “above-grade” from “below-grade” areas, which is also required by many multiple listing services. “Above-Grade” is defined as space on any level of a dwelling which has living area and no earth adjacent to any exterior wall on that level. “Below-Grade” is space on any level which has living area, is accessible by interior stairs, and has earth adjacent to any exterior wall on that

level. If earth is adjacent to any portion of a wall, the entire level is considered “below-grade.” Space that is “at” or “on grade” is considered “above-grade.”

While real estate agents are encouraged to provide the most complete information available about properties offered for sale, the Guidelines recognize that the separate reporting of “above-grade” and “below-grade” area can be impractical in the advertising and marketing of homes. For this reason, real estate agents are permitted under these Guidelines to report square footage of the dwelling as the total “living area” without a separate distinction between “above-grade” and “below-grade” areas. However, to help avoid confusion and concern, agents should alert purchasers and sellers that the appraisal report may reflect differences in the way living area is defined and described by the lender, appraiser, and the North Carolina Building Code which could affect the amount of living area reported.

Determining whether an area is considered living area can sometimes be confusing. Finished rooms used for general living (living room, dining room, kitchen, den, bedrooms, etc.) are normally included in living area. For other areas in the dwelling, the determination may not be so easy. For example, the following areas are considered living area if they meet the criteria (i.e., heated, finished, directly accessible from living area):

- Attic, but note in the listing data that the space is located in an attic (Fig. 2). [Note: If the ceiling is sloped, remember to apply the “ceiling height” criteria.]
- Basement (or “Below-Grade”), but note in the listing data that the space is located in a basement or “below-grade” (Fig. 1). [Note: For reporting purposes, a “basement” is defined as an area below the entry level of the dwelling which is accessible by a full flight of stairs and has earth adjacent to some portion of at least one wall above the floor level. A full flight of stairs is a flight of stairs connecting two main floors where the ceiling height for the lower floor is at least seven (7) feet, except where ductwork provides clearance of at least 6’4”.] (See illustration in Figure 1, page 8.)
- Bay Window, if it has a floor, a ceiling height of at least seven feet, and otherwise meets the criteria for living area (Fig. 2).
- Bonus Room (e.g., Finished Room over Garage) (Fig. 3). [Note: If the ceiling is sloped, remember to apply the “ceiling height” criteria.]
- Breezeway (enclosed).
- Chimney, if the chimney base is inside living area. If the chimney base is outside the living area but the hearth is in the living area, include the hearth in the living area but not the chimney base (Fig. 1).
- Closets, if they are a functional part of the living area.
- Dormers (Fig. 6).
- Furnace (Mechanical) Room Also, in order to avoid excessive detail, if the furnace, water heater, etc. is located in a small closet in the living area, include it in living area even if it does not meet other living area criteria (Fig. 4).
- Hallways, if they are a functional part of the living area.
- Laundry Room/Area (Fig. 6).
- Office (Fig. 1).
- Stairs, if they meet the criteria and connect to living area (Fig. 1, 2, 3, 4, 5, 6). Include the stairway with the area from which it descends, not to exceed the area of the opening in the floor. If the opening for the stairway exceeds the length and width of the stairway, deduct the excess open space from the upper level area. Include as part of the lower level area the space beneath the stairway, regardless of its ceiling height.

- Storage Room (Fig. 6).

### **Other Area**

Note in the listing data and advise purchasers of any space that does not meet the criteria for living area but which contributes to the value of the dwelling; for example, unfinished basements, unfinished attics (with permanent stairs), unfinished bonus rooms and other unfinished rooms. Decks, balconies, porches, garages and carports should not be included in any category of finished or unfinished area.

### **Helpful Hints**

Concealed in the walls of nearly all residential construction are pipes, ducts, chases, returns, etc. necessary to support the structure's mechanical systems. Although they may occupy living area, to avoid excessive detail, do not deduct the space from the living area.

When measuring and reporting the living area of homes, be alert to any remodeling, room additions (e.g., an enclosed porch) or other structural modifications to assure that the space meets all the criteria for living area. Pay particular attention to the heating criteria, because the heating system for the original structure may not be adequate for the increased square footage. Although agents are not required to determine the adequacy of heating systems, they should at least note whether there are heat vents, radiators or other heat outlets in the room before deciding whether to include space as living area.

The square footage of unpermitted additions or improvements must be separately identified when making representations concerning square footage and brokers must inform prospective purchasers that there is no permit for the addition.

When an area that is not part of the living area (e.g., a garage) shares a common wall with the living area, treat the common wall as the exterior wall for the living area; therefore, the measurements for the living area will include the thickness of the common wall, and the measurements for the other area will not.

Interior space that is open from the floor of one level to the ceiling of the next higher level is included in the square footage for the lower level only. However, any area occupied by interior balconies, lofts, etc. on the upper level or stairs that extend to the upper level is included in the square footage for the upper level.

### **Measuring**

The amount of living area and "other area" in dwellings is based upon exterior measurements except for condominiums, which use interior measurements. A one-hundred-foot-long tape measure is recommended for use in measuring the exterior of dwellings, and a thirty-foot retractable tape for measuring interior and hard-to-reach spaces. A tape measure that indicates linear footage in "tenths of a foot" will greatly simplify your calculations. For best results, take a partner to assist you in measuring. But if you do not have someone to assist you, a screwdriver or other sharp tool can be used to secure the beginning end of the tape measure to the ground.

Begin at one corner of the dwelling and proceed with measuring each exterior wall. Double-check each measurement. Round off your measurements to the nearest inch (or tenth-of-a-foot if your tape indicates footage in that manner). Make a sketch of the structure. Write down each measurement as you go, and record it on your sketch. A clipboard and graph paper are helpful in sketching the dwelling and recording the measurements. You may also use electronic devices to



create sketches. Be sure to print the electronic sketches for your records or save them in a manner that will enable you to print them for at least three years. Measure living area and “other area,” but identify them separately on your sketch. Look for offsets (portions of walls that “jut out”), and adjust for any “overlap” of exterior walls (Fig. 3) or “overhang” in upper levels (Fig. 5).

When you cannot measure an exterior surface (such as in the case of attics and below-grade areas), measure the perimeter walls of the area from the inside of the dwelling. Remember to add six inches for each exterior wall and interior wall that you encounter in order to arrive at the exterior dimensions (Fig. 2, 3, 4, 6).

Measure all sides of the dwelling, making sure that the overall lengths of the front and rear sides are equal, as well as the ends. Then inspect the interior of the dwelling to identify spaces which cannot be included in living area. You may also find it helpful to take several photographs of the dwelling for later use when you return to your office.

### **Calculating Square Footage**

From your sketch of the dwelling, identify and separate living area from “other area.” If your measurements are in inches (rather than tenths-of-a-foot), convert your figures to a decimal as follows:

1” = .10 ft. 7” = .60 ft.  
2” = .20 ft. 8” = .70 ft.  
3” = .25 ft. 9” = .75 ft.  
4” = .30 ft. 10” = .80 ft.  
5” = .40 ft. 11” = .90 ft.  
6” = .50 ft. 12” = 1.00 ft.

Calculate the living area (and other area) by multiplying the length times the width of each rectangular space. Then add your subtotals and round off your figure for total square footage to the nearest square foot. Double-check your calculations. When in doubt, re-check them and, if necessary, re-measure the house.

### **Attached Dwellings**

If there is a common wall (i.e., a wall separating the subject property from an adjacent property), measure to the inside surface of the wall and add six inches. [Note: In the case of condominiums, measure from inside surface to inside surface of the exterior walls. Do not include the thickness of exterior or common walls.] Do not include any “common areas” (exterior hallways, stairways, etc.) in your calculations.]

### **Proposed Construction**

For proposed construction, your square footage calculations will be based upon dimensions described in blueprints and building plans. When reporting the projected square footage, be careful to disclose that you have calculated the square footage based upon plan dimensions. The square footage may differ in the completed structure. Once the structure is completed, do not rely on any calculations printed on the plans. The broker should measure and report the actual square footage of the completed structure.

## **Agents' Responsibility**

Real estate agents are expected to be able to accurately calculate the square footage of most dwellings. When reporting square footage, whether to a party to a real estate transaction, another real estate agent, or others, a real estate agent is expected to provide accurate square footage information that was compiled using these Guidelines or comparable standards. While an agent is expected to use reasonable skill, care and diligence when calculating square footage, it should be noted that the Commission does not expect absolute perfection. Because all properties are unique and no guidelines can anticipate every possibility, minor discrepancies in deriving square footage are not considered by the Commission to constitute negligence on the part of the agent. Minor variations in tape readings and small differences in rounding off or conversion from inches to decimals, when multiplied over distances, will cause reasonable discrepancies between two competent measurements of the same dwelling. In addition to differences due to minor variations in measurement and calculation, discrepancies between measurements may also be attributable to reasonable differences in interpretation. For instance, two agents might reasonably differ about whether an addition to a dwelling is sufficiently finished under these Guidelines to be included within the measured living area. Differences which are based upon an agent's thoughtful judgment reasonably founded on these or other similar guidelines will not be considered by the Commission to constitute error on the agent's part. Deviations in calculated square footage of less than five percent will seldom be cause for concern unless a broker intentionally overstates the square footage.

As a general rule, the most reliable way for an agent to obtain accurate square footage data is by personally measuring the dwelling unit and calculating the square footage. It is especially recommended that listing agents use this approach for dwellings that are not particularly unusual or complex in their design.

As an alternative to personally measuring a dwelling and calculating its square footage, an agent may rely on the square footage reported by other persons when it is reasonable under the circumstances to do so. Generally speaking, an agent working with a buyer (either as a buyer's agent or as a seller's agent) may rely on the listing agent's square footage representations except in those unusual instances when there is an error in the reported square footage that should be obvious to a reasonably prudent agent. For example, a buyer's agent would not be expected to notice that a house advertised as containing 2200 square feet of living area in fact contained only 2000 square feet. On the other hand, that same agent, under most circumstances, would be expected to realize that a house described as containing 3200 square feet really contained only 2300 square feet of living area. If there is such a "red flag" regarding the reported square footage, the agent working with the buyer should promptly point out the suspected error to the buyer and the listing agent. The listing agent should then verify the square footage and correct any error in the information reported.

It is also appropriate for an agent to rely upon measurements and calculations performed by other professionals with greater expertise in determining square footage. A new agent who may be unsure of his or her own calculations should seek guidance from a more experienced agent. As the new agent gains experience and confidence, he or she will become less reliant on the assistance of others. In order to ensure accuracy of the square footage they report, even experienced agents may wish to rely upon a competent state-licensed or state-certified appraiser or another agent with greater expertise in determining square footage. For example, an agent might be confronted with an unusual measurement problem or a dwelling of complex design. The house described in Figure 8 in these Guidelines is such a property. When an agent relies

upon measurements and calculations personally performed by a competent appraiser or a more expert agent, the appraiser or agent must use these Guidelines or other comparable standards and the square footage reported must be specifically determined in connection with the current transaction. An agent who relies on another's measurement would still be expected to recognize an obvious error in the reported square footage and to alert any interested parties.

Some sources of square footage information are by their very nature unreliable. For example, an agent should not rely on square footage information determined by the property owner or included in property tax records. An agent should also not rely on square footage information included in a listing, appraisal report or survey prepared in connection with an earlier transaction.

In areas where the prevailing practice is to report square footage in the advertising and marketing of homes, agents whose policy is not to calculate and report square footage must disclose this fact to prospective buyer and seller clients before entering into agency agreements with them.

Brokers must retain for at least three years all sketches, calculations, photos and other documentation used and/or relied upon to determine square footage.

### **Illustrations**

For assistance in calculating and reporting the area of homes, refer to the following illustrations showing the living area shaded. To test your knowledge, an illustration and blank "Worksheet" for a home with a more challenging floor plan has also been included. (A completed "Worksheet" for the Practice Floor Plan can be found on page 25.) In reviewing the illustrations, assume that for those homes with basements, attics, etc., the exterior measurements shown have been derived from interior measurements taking into account walls and partitions (see page 4). Where there is a common wall between living area and other area (see page 4), the measurements shown in the illustrations include the thickness of the common wall in living area except in the condominium example where wall thickness is not included.

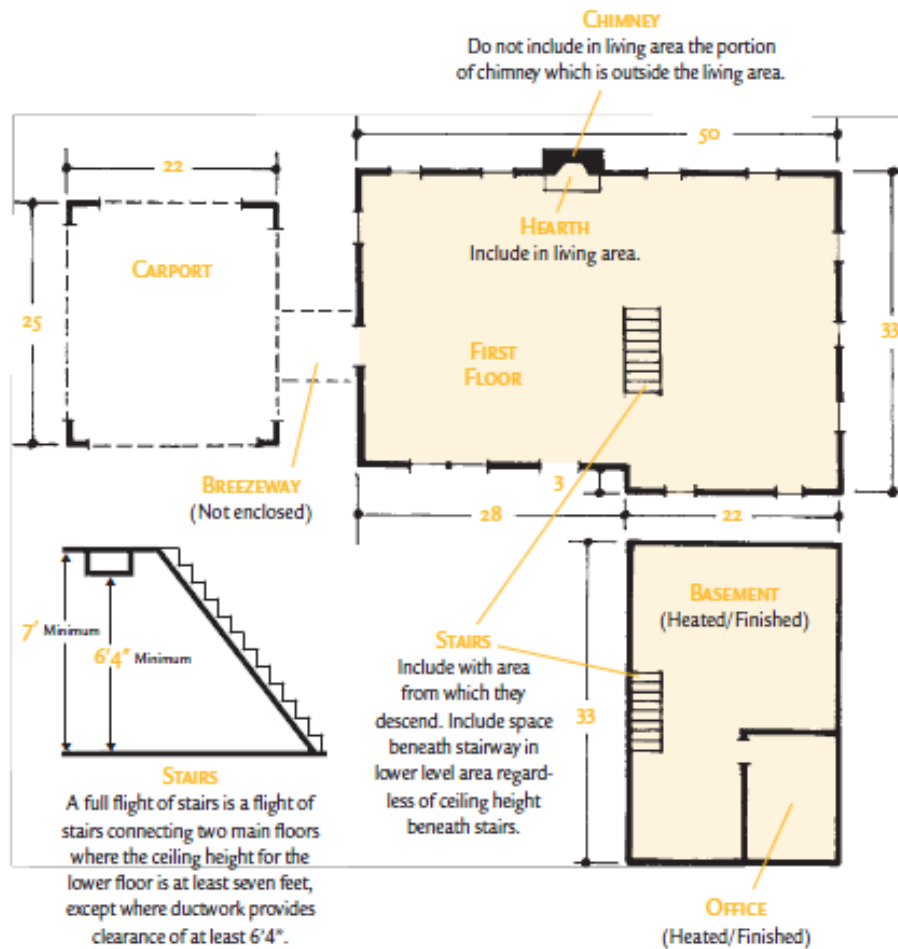
\* The following materials were consulted in the development of these Guidelines:

The American National Standard for Single-Family Residential Buildings; Square Footage-Method for Calculating approved by the American National Standards Institute, Inc.; House Measuring & Square Footage published by the Carolina Multiple Listing Services, Inc.; and materials compiled by Bart T. Bryson, MAI, SRA, Mary L. D'Angelo, and Everett "Vic" Knight.

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## ONE STORY WITH BASEMENT AND CARPORT

(Figure 1)



## ONE STORY WITH BASEMENT AND CARPORT WORKSHEET

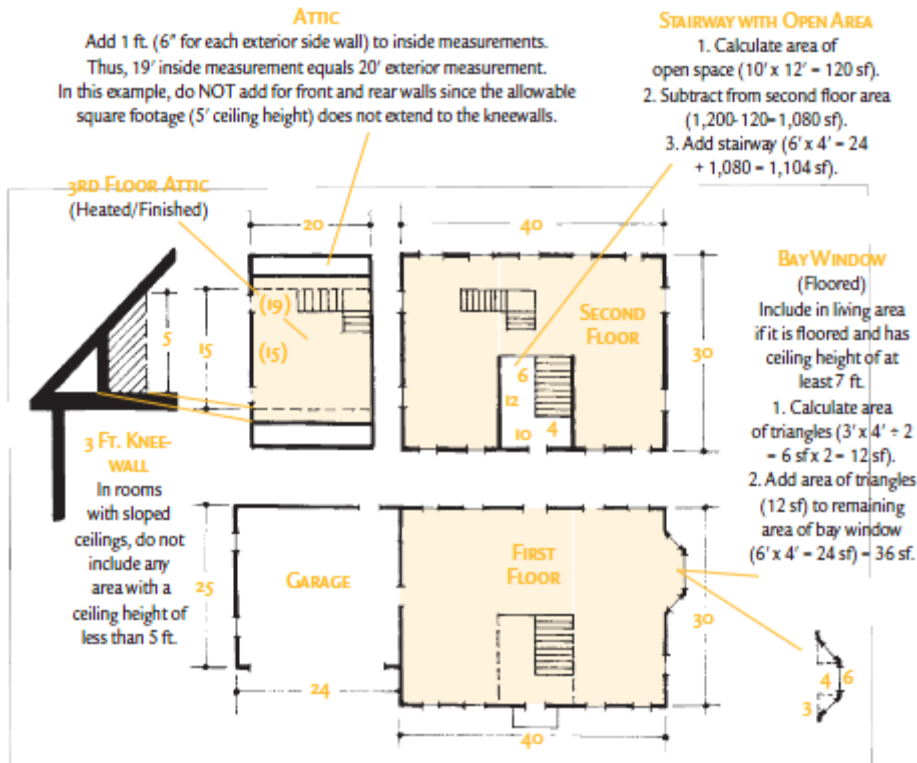
LIVING AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
1st Floor	50 x 30	1,500	
	3 x 22	+ 66	1,566
Basement	22 x 33		<u>726</u>
Total			2,292

DIMENSIONS OF CARPORTS, DECKS, STORAGE SHEDS, GARAGES, ETC.,  
CAN BE INCLUDED IN MLS AND OTHER ADVERTISING, BUT CANNOT BE INCLUDED IN THE LIVING AREA.

**REPORT:** ONE-STORY DETACHED HOUSE WITH 2,292 SQUARE FEET OF LIVING AREA  
OF WHICH 726 SQUARE FEET ARE IN A FINISHED BASEMENT.

## TWO STORY WITH OPEN FOYER AND FINISHED ATTIC

(Figure 2)



## TWO STORY WITH OPEN FOYER AND FINISHED ATTIC WORKSHEET

LIVING AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
1st Floor	40 x 30	1,200	
Bay Window	See previous pg.	36	1,236
2nd Floor	40 x 30	1,200	
Opening around stairs	– 10 x 12	– 120	
	4 x 6	+ 24	1,104
Fin. Attic	20 x 15		<u>300</u>
Total			2,640

DIMENSIONS OF CARPORTS, DECKS, STORAGE SHEDS, GARAGES, ETC.,  
CAN BE INCLUDED IN MLS AND OTHER ADVERTISING, BUT CANNOT BE INCLUDED IN THE LIVING AREA.

**REPORT:** TWO-STORY DETACHED HOUSE WITH 2,640 SQUARE FEET OF LIVING AREA  
OF WHICH 300 SQUARE FEET ARE IN A FINISHED ATTIC.

## TWO STORY WITH "BONUS ROOM" OVER GARAGE

(Figure 3)



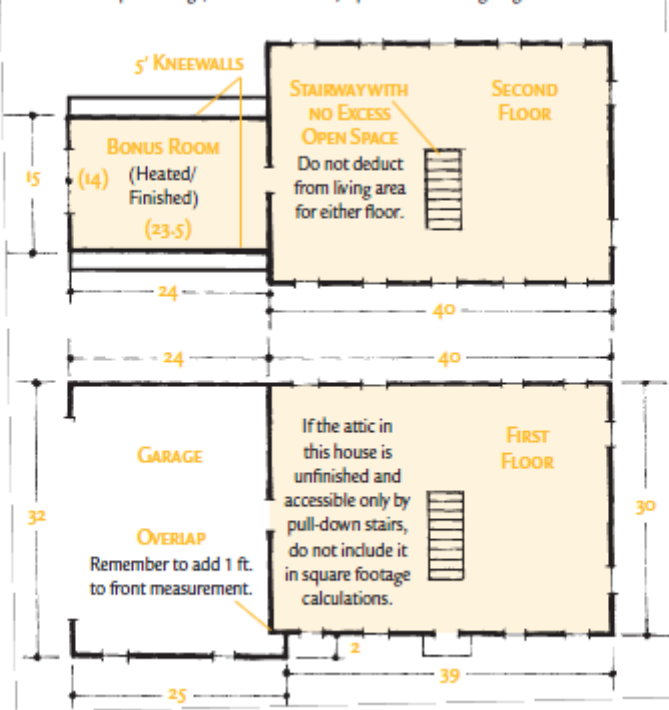
### BONUS ROOM

If the "Bonus Room" is accessible from living area through a door, hallway or stairway, include in living area; otherwise, report as other area.

Add 6" to inside measurements for each exterior wall.

Thus, 14' x 23.5' inside measurement equals 15' x 24' exterior measurements.

In rooms with sloped ceilings, do not include any space with a ceiling height of less than 5 ft. in height.

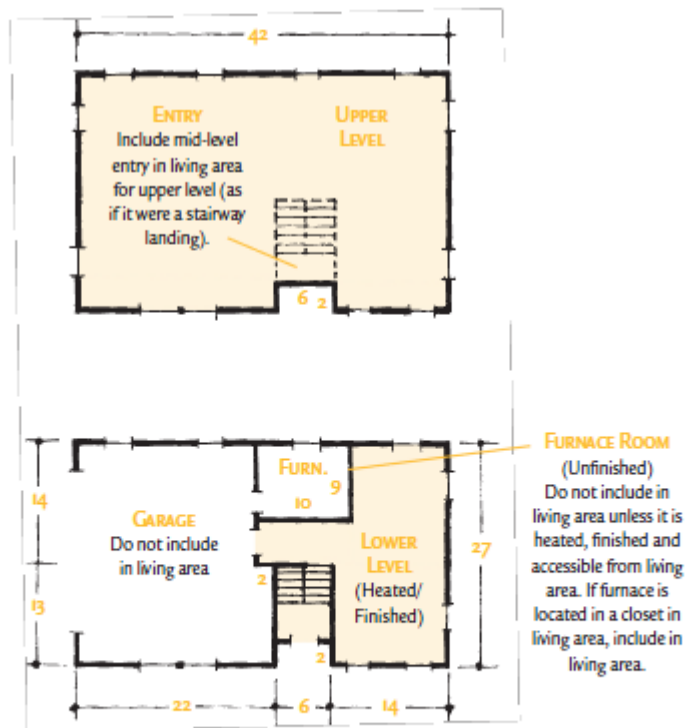






## SPLIT FOYER

(Figure 4)



### SPLIT FOYER WORKSHEET

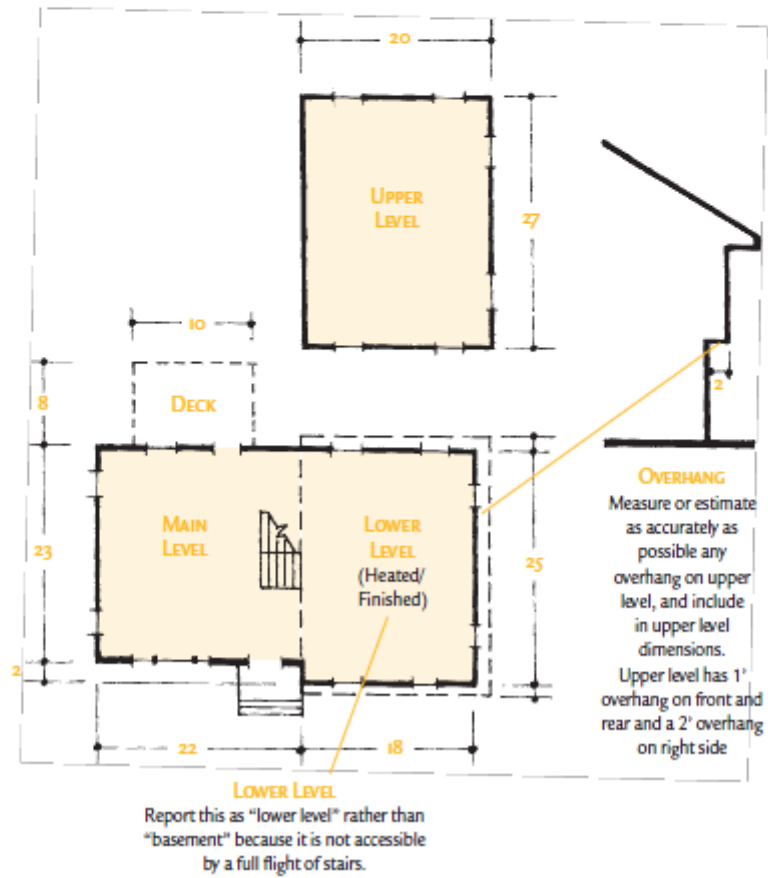
LIVING AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
Upper Level	27 x 42	1,134	
Open area above entry	– 6 x 2	– 12	1,122
Lower Level	22 x 27	594	
Front porch	– 6 x 2	– 12	
Portion of garage	– 13 x 2	– 26	
Furnace room	– 9 x 10	– 90	<u>466</u>
Total			1,588
OTHER AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
Furnace Room	9 x 10		90

DIMENSIONS OF CARPORTS, DECKS, STORAGE SHEDS, GARAGES, ETC.,  
CAN BE INCLUDED IN MLS AND OTHER ADVERTISING, BUT CANNOT BE INCLUDED IN THE LIVING AREA.

**REPORT:** SPLIT-FOYER DETACHED HOUSE WITH 1,588 SQUARE FEET OF LIVING AREA  
AND 90-SQUARE-FOOT FURNACE ROOM.

## SPLIT (TRI-) LEVEL WITH OVERHANG

(Figure 5)



## SPLIT (TRI-) LEVEL WITH OVERHANG WORKSHEET

LIVING AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
Main Level	22 x 23		506
Lower Level	18 x 25		450
Upper Level	27 x 20		<u>540</u>
Total			1,496

DIMENSIONS OF CARPORTS, DECKS, STORAGE SHEDS, GARAGES, ETC.,  
CAN BE INCLUDED IN MLS AND OTHER ADVERTISING, BUT CANNOT BE INCLUDED IN THE LIVING AREA.

**REPORT:** SPLIT-LEVEL DETACHED HOUSE WITH 1,496 SQUARE FEET OF LIVING AREA.



## ONE AND ONE-HALF STORY WORKSHEET

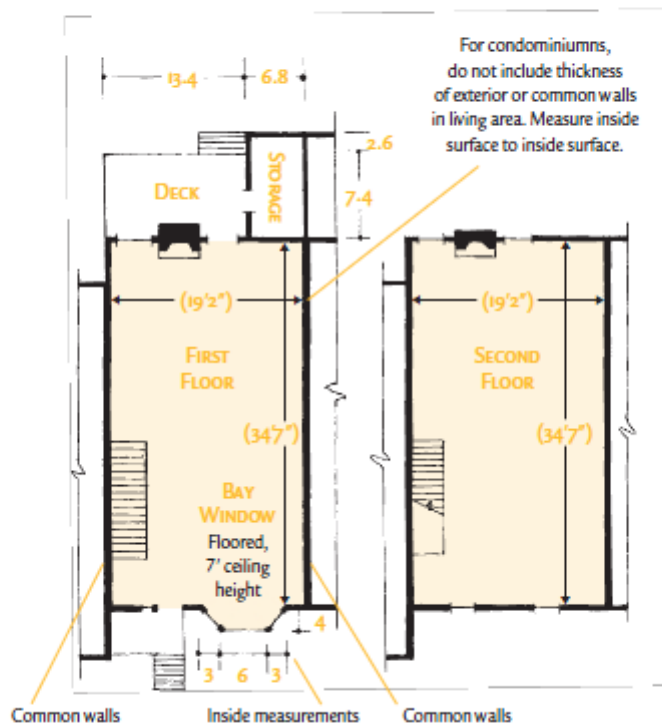
LIVING AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
1st Floor	48 x 22	1,056	
	16 x 2	+ 32	
Storage room	– 5 x 6	– 30	1,058
2nd Floor	16 x 28	448	
Dormer	4 x 4	+ 16	
Dormer	4 x 4	+ 16	
	12 x 12	+ 144	<u>624</u>
Total			1,682
OTHER AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
Storage	5 x 6		30

DIMENSIONS OF CARPORTS, DECKS, STORAGE SHEDS, GARAGES, ETC.,  
CAN BE INCLUDED IN MLS AND OTHER ADVERTISING, BUT CANNOT BE INCLUDED IN THE LIVING AREA.

**REPORT:** ONE AND ONE-HALF STORY DETACHED HOUSE WITH 1,682 SQUARE FEET OF LIVING AREA  
AND A 30-SQUARE-FOOT STORAGE ROOM.

## CONDOMINIUM

(Figure 7)





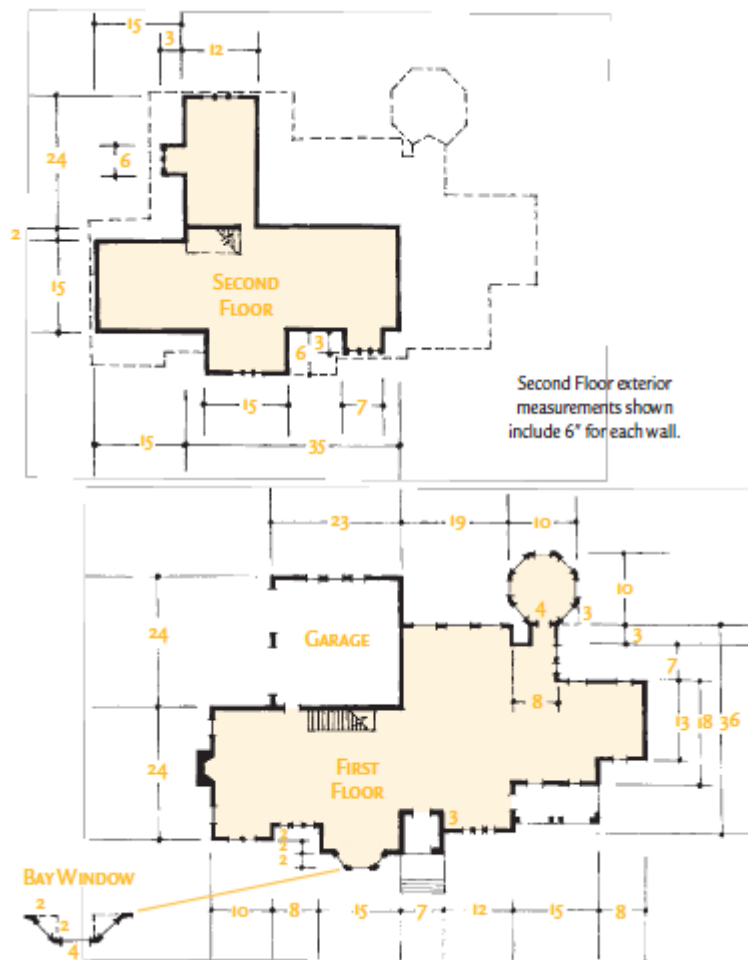
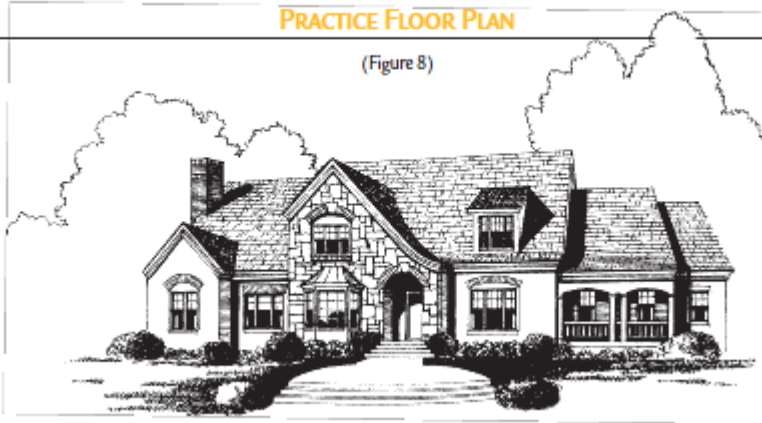
## CONDOMINIUM WORKSHEET

LIVING AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
1st Floor	34.6 x 19.2	664.3	
Bay Window	.5 (3x4)+.5 (3x4) +(6x4)	36	700
2nd Floor	34.6 x 19.2	664.3	664
Total			1,364
OTHER AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
Storage	10 x 6.8		68

DIMENSIONS OF CARPORTS, DECKS, STORAGE SHEDS, GARAGES, ETC.,  
CAN BE INCLUDED IN MLS AND OTHER ADVERTISING, BUT CANNOT BE INCLUDED IN THE LIVING AREA.

**REPORT:** TWO-STORY CONDOMINIUM WITH 1,364 SQUARE FEET OF LIVING AREA  
AND A 10' X 6.8' STORAGE ROOM.

(Figure 8)



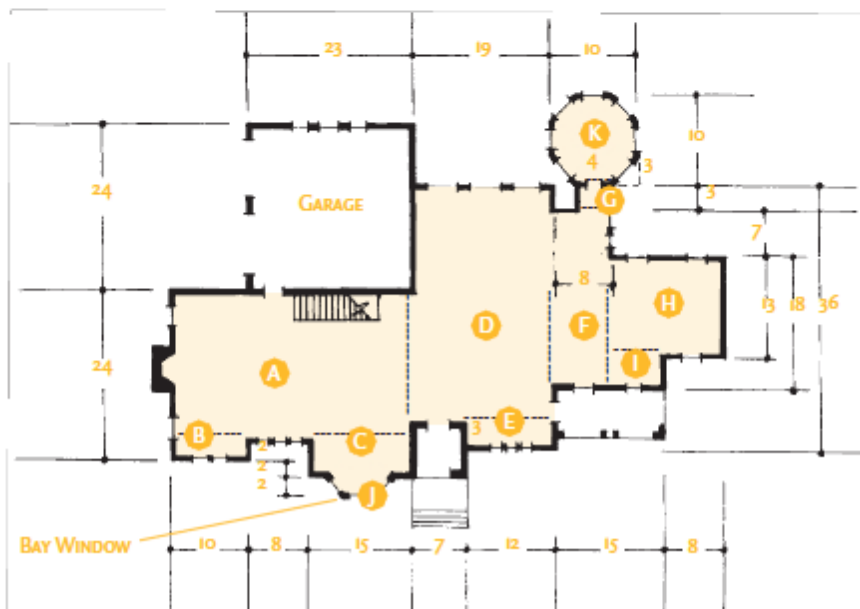
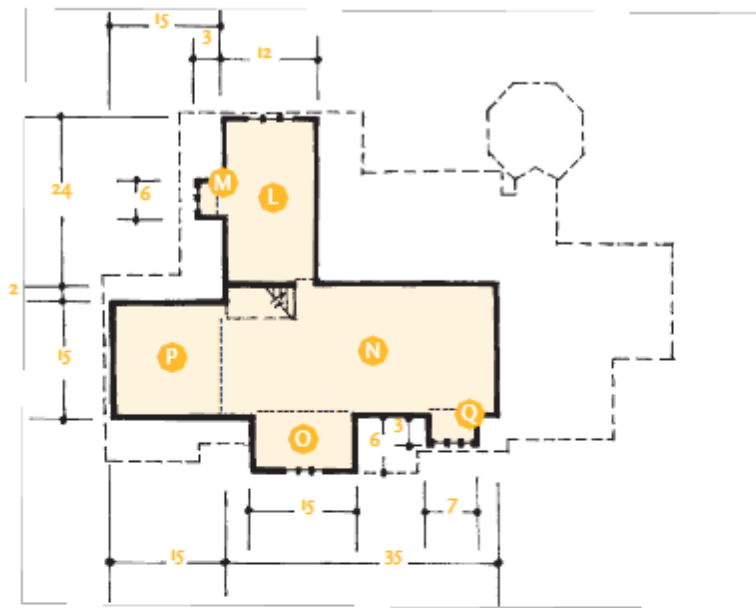
## PRACTICE FLOOR PLAN WORKSHEET

LIVING AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
OTHER AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL

## REPORT:

## PRACTICE FLOOR PLAN

(Zoned to facilitate calculations)



### PRACTICE FLOOR PLAN WORKSHEET

LIVING AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
1st Floor A	22 x 33	726	
1st Floor B	2 x 10	20	
1st Floor C	4 x 15	60	
1st Floor D	19 x 33	627	
1st Floor E	3 x 12	36	
1st Floor F	8 x 25	200	
1st Floor G	4 x 3	12	
1st Floor H	15 x 13	195	
1st Floor I	7 x 5	35	
Bay Window J		12	
Oct. Window K		82	2,005
2nd Floor L	24 x 12	288	
2nd Floor M	3 x 6	18	
2nd Floor N	17 x 35	595	
2nd Floor O	15 x 6	90	
2nd Floor P	15 x 15	225	
2nd Floor Q	3 x 7	21	1,237
Total			3,242
OTHER AREA			
AREA	DIMENSIONS	SUBTOTAL	TOTAL
Garage	24 x 23		

DIMENSIONS OF CARPORTS, DECKS, STORAGE SHEDS, GARAGES, ETC.,  
CAN BE INCLUDED IN MLS AND OTHER ADVERTISING, BUT CANNOT BE INCLUDED IN THE LIVING AREA.

**REPORT:** ONE AND ONE-HALF STORY DETACHED HOUSE WITH 3,242 SQUARE FEET OF LIVING AREA.

## REPORT:

## Exhibit 3

### Triad MLS Unlicensed Assistant Request Policy

**Please note this is a two-page form. Both pages must be signed and submitted to your association for consideration. This form must be completed by the broker-in-charge and signed by the broker, supervising agent (if applicable), and the applicant.**

The broker-in-charge, supervising agent (if applicable), and applicant are required to complete this Triad MLS Unlicensed Assistant Request Application and forward it to the MLS coordinator at their Association. The application will be submitted to Triad MLS staff for recommendation to the Triad MLS Board of Directors for final approval.

The person requesting access for the unlicensed assistant must be the broker-in-charge. Approved applications apply only to the specific person while he or she is employed on a specific job. Such job (as indicated on the Unlicensed Assistant Request Application) and use of the on-line MLS system shall not be in violation of any policies of the Triad MLS or any agreements to which Triad MLS is a party. Any violation of such policies or unauthorized use shall subject the applicant, broker-in-charge, and supervising agent (if applicable) to penalties to be determined by the Triad MLS Board of Directors and to any other remedies available under law. If there is any change of the broker-in-charge, this application is null and void and must be resubmitted.

#### Unlicensed Assistants — Permitted Activities (per the NCREC)

The use of unlicensed assistants and other unlicensed office personnel in the real estate industry is very widespread and the Commission is frequently asked by licensees what acts such persons may lawfully perform. To provide guidance to licensees regarding this matter, the Commission has prepared the following list of acts that an unlicensed assistant may lawfully perform so long as the assistant is salaried or hourly paid and is not paid on a per-transaction basis.

An unlicensed, salaried assistant MAY:

1. Receive and forward phone calls and electronic messages to licensees. 2. Submit listings and changes to a multiple listing service, but only if the listing data or changes are compiled and provided by a licensee. 3. Secure copies of public records from public repositories (i.e., register of deeds office, county tax office, etc.). 4. Place "for sale" or "for rent" signs and lock boxes on property at the direction of a licensee. 5. Order and supervise routine and minor repairs to listed property at the direction of a licensee. 6. Act as a courier to deliver or pick up documents. 7. Provide to prospects basic factual information on listed property that might commonly appear in advertisements in a newspaper, real estate publication or internet website. 8. Schedule appointments for showing property listed for sale or rent. 9. Communicate with licensees, property owners, prospects, inspectors, etc. to coordinate or confirm appointments. 10. Show rental properties managed by the assistant's employing broker to prospective tenants and complete and execute preprinted form leases for the rental of such properties. 11. Type offers, contracts and leases from drafts of preprinted forms completed by a licensee. 12. Record and deposit earnest money deposits, tenant security deposits and other trust monies, and otherwise maintain records of trust account receipts and disbursements, under the close supervision of the office broker-in-charge, who is legally responsible for handling trust funds and maintaining trust accounts. 13. Assist a licensee in assembling documents for closing. 14. Compute commission checks for licensees affiliated with a broker or firm and act as bookkeeper for the firm's bank operating accounts.

It will be assumed that any individual who holds an active license is performing acts requiring licensure and is therefore not eligible for an unlicensed assistant access.

Approved applications will take effect on the first day of the month after approval by the Triad MLS Board of Directors and will remain in effect until the applicant is no longer employed, obtains an active real estate or appraisal license, or begins performing acts requiring licensure.

If Triad MLS staff or the Triad MLS Board of Directors denies an unlicensed assistant application, his or her Association within fifteen (15) business days will notify the broker-in-charge in writing. If Triad MLS staff denies the unlicensed assistant application the first time, the broker-in-charge may resubmit the request, answering any questions raised. The decision of the Triad MLS Board of Directors is final.

The Triad MLS Board of Directors will hold the broker-in-charge and the supervising agent, if applicable, fully responsible for the acts of the applicant, including any fines or penalties. This includes but is not limited to the password policy. The penalties for password security violations are as follows: First Offense - \$1,000 fine; Second Offense - \$3,000 fine; Third Offense - Six month suspension from MLS.

Broker, supervising agent, and applicant all must sign AND print names. Please date this form AND complete reverse side.

Broker-in-charge: \_\_\_\_\_ (sign) \_\_\_\_\_ (print)

Supervising agent: (if applicable) \_\_\_\_\_ (sign) \_\_\_\_\_ (print)

Applicant: \_\_\_\_\_ (sign) \_\_\_\_\_ (print)

Today's date: \_\_\_\_\_ (Rev 12/18)

**Fill out completely and legibly. Requests will be denied if they cannot be read or are incomplete.**

Applicant Name \_\_\_\_\_ TMLS Board Approved \_\_\_\_\_ Waiver Removed \_\_\_\_\_  
 Assoc Approval \_\_\_\_\_ TMLS Review \_\_\_\_\_ TMLS Setup \_\_\_\_\_ Applicant Notified \_\_\_\_\_ Assoc Notified \_\_\_\_\_

## Triad MLS Unlicensed Assistant Request Application

Please note that this is a two-page form. Both pages must be signed and submitted to the Board of Directors for consideration. This form must be completed by the broker-in-charge and signed by the broker-in-charge, supervising agent (if applicable), and the applicant. Fill out completely and legibly. Requests will be denied if they cannot be read or are incomplete.

I am \_\_\_\_\_ with \_\_\_\_\_ / \_\_\_\_\_  
 (Broker-in-charge's name) (Company Name) (Company ID)  
 and a member of the: ☐ Greensboro Association ☐ High Point Association  
☐ Lexington/Davidson County ☐ Asheboro/Randolph Board ☐ Winston-Salem Association

I hereby request MLS access for \_\_\_\_\_. I supervise this person.  
 (Print name of the applicant)

**I CERTIFY** that this person (you must check both boxes):

- ☐ Does not have an active real estate OR appraisal license --AND--  
☐ Will not be performing any acts requiring licensure as outlined in Articles 1&2 as approved by the NC Real Estate Commission.

**I AGREE** to notify my Association in writing immediately if the applicant EITHER obtains an active real estate or appraisal license OR begins performing acts requiring a license.

**I UNDERSTAND** that if I fail to notify my Association I will be subject to penalties imposed by Triad MLS. Violators will be billed for MLS access from the date (plus 10 days) they obtain an active real estate or appraisal license.

The applicant will be using the MLS in the following capacity (check one only):

- ☐ Clerical/administrative ☐ Relocation director  
☐ Property manager ☐ Other, Specify: \_\_\_\_\_

### Requested Permissions:

- ☐ Access only  
☐ Head Broker (includes edit for all agents in the firm and HB reports)  
☐ Head Broker Assistant (includes edit for all agents in the firm)  
☐ Office Broker (includes edit for all agents in the office and OB reports)  
☐ Office Broker Assistant (includes edit for all agents in the office)

**The Triad MLS Board of Directors will hold the broker-in-charge and the supervising agent, if applicable, fully responsible for the acts of the applicant.**

Broker-in-charge, supervising agent, and applicant all must sign AND print names. Please date this form AND complete the other page.

Broker-in-charge: \_\_\_\_\_ (sign) \_\_\_\_\_ (print)

Supervising agent: \_\_\_\_\_ (sign) \_\_\_\_\_ (print)  
 (if applicable)

Applicant: \_\_\_\_\_ (sign) \_\_\_\_\_ (print)

Today's date: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Applicant's SECURE e-mail: \_\_\_\_\_

Rev 12/18



## **Exhibit 4**

### **THE MOBILE HOME: Real Property or Personal Property?**

*by Robin M. Barefoot*

The following article was originally published in the April 27, 1992 edition of the North Carolina Lawyers Weekly. The author is a title attorney at a title insurance company in Chapel Hill, North Carolina. The article is reprinted herewith her permission (with minor modifications to address issues pertinent to real estate licensees).

Real estate agents sometimes encounter a transaction in which a mobile or manufactured home is being transferred with the property that is being sold. In such case, an issue may arise as to whether the mobile or manufactured home is real property or personal property. What follows is intended to guide real estate agents through an understanding of the issues raised in these transactions.

#### **Definition**

A mobile/manufactured home (m/m home) is a dwelling which is factory-built to the specifications of the National Manufactured Housing Construction and Safety Code as promulgated by the U.S. Department of Housing and Urban Development. It is transported to the building site either on its own chassis or on a flat bed truck.

In a recent case involving a restrictive covenant which prohibited mobile homes, the North Carolina Court of Appeals ruled that a factory-built modular home, designed and constructed to travel on wheels from place to place was a "mobile home," even though the axles, wheels and tongues were removed after the structure was placed on the lot.

North Carolina courts have uniformly held that the term "trailer" within a restrictive covenant includes "mobile homes." The North Carolina General Statutes also include the term "manufactured home" when it is used in the context of restrictive covenants.

#### **M/M Homes as Motor Vehicles**

Every m/m home is treated initially as a motor vehicle. At the time it is sold or transferred from the manufacturer to a retailer, ownership is evidenced by a manufacturer's Certificate of Origin.

When the home is sold by a retailer, the customer or the retailer acting on behalf of the customer applies to the Division of Motor Vehicles for a Certificate of Title. The DMV issues the Certificate of Title based upon the manufacturer's Certificate of Origin. If the home is subsequently resold, the Certificate of Title is assigned to the new purchaser.

Most m/m homes are sold and financed as personal property, just like motor vehicles. Ownership of the home is evidenced by a Certificate of Title. Any lien or security interest in the home is evidenced by a notation on the Certificate of Title or perfected by the filing of a UCC financing

statement. M/M Homes as Real Property.

More and more frequently, however, m/m homes are being placed on permanent foundations in residential subdivisions or on individual tracts of land. In these situations, the homes are being sold and financed as real estate, and loans used to purchase or refinance them or the land to which they have been affixed are secured by deeds of trust.

There are legal and practical implications when an m/m home is sold and financed as real estate. First, information relative to whether the m/m home has been placed on a permanent, enclosed foundation with the wheels, moving hitch and axles removed is often requested by the lender. An affidavit from the owner or his attorney addressing these points is recommended.

When the m/in home is new and placed directly on a lot foundation by the manufacturer and not sold by a retailer, there will likely be a manufacturer's Certificate of Origin but no Certificate of Title. While recognizing that it is the intention of the new owner to treat the m/in home as real estate, it is nonetheless recommended by the Registration Section of the DMV that the new owner apply for a Certificate of Title. After the Certificate of Title has been issued, it can be readily canceled if the m/m home is to be treated as real estate, but having issued the Certificate of Title allows the owner to have the title reissued should he decide in the future to sell the m/m home independent of the land.

Once the Certificate of Title is canceled, no independent intervening liens can arise on the m/m home. Title to the home and lot can be transferred together by deed and any loan can be secured by a deed of trust. The home should also be listed as real property for city/county ad valorem taxes. If the owner chooses to disregard the recommendation of the DMV and does not apply for and obtain a Certificate of Title, the Certificate of Origin must be destroyed to prevent a subsequent issuance of the Certificate of Title.

Similarly, when the purchaser of an m/m home already owns the lot on which the home is to be placed, the purchaser or his attorney must cancel the prior owner's Certificate of Title. It is suggested by the DMV that a new owner should have a Certificate of Title issued in his name before canceling the prior certificate. The DMV explains that when a Certificate of Title is assigned upon purchase of an m/m home and then canceled for treatment of the home as real property, it cannot be reissued to the assignee, nor upon his request, but only to the name appearing on the face of the certificate (presumably, the seller) and only upon that person's request. The home should also be listed as real property for city/county ad valorem taxes.

### **Cancellation of Certificate of Title**

Cancellation of the title is effectuated by writing the following information on the face of the Certificate of Title: "This home has been placed on a permanent foundation and declared to be real estate." The owner should then sign and date the title certificate directly beneath this statement. If there are any liens noted on the title, these liens must be satisfied or with the consent of the lien holder, transferred to other collateral (perhaps to the property where the home is to be located, evidenced by a note and deed of trust). Satisfaction or transfer of a lien must also be noted on the face of the title. The owner should then send the Certificate of Title, along with a short cover letter to:

Registration Section  
Division of Motor Vehicles  
1100 New Bern Avenue  
Raleigh, NC 27697  
(919) 733-3025

If the Certificate of Title is lost, the DMV requires that a replacement Certificate of Title be issued to the owner, and then canceled for treatment of the m/m home as real property.

### **Conclusion**

The importance of complying with the steps outlined above will be dictated in each case by whether the lender considers the m/m home as part of its collateral, or whether the loan was made on the basis of the land value exclusive of the home. Failure to subject the m/m home to the lien of the lender's deed of trust will prevent the lender from exercising its right of foreclosure against the m/m home.

### **Commission Comments**

There is a common belief among real estate licensees that they are prohibited by law from selling mobile homes. This is untrue. When a sale involves only a mobile home, but no real property, a real estate license is not required. However, in some cases the licensee must obtain a motor vehicle dealer's license from the Division of Motor Vehicles.

Nevertheless, when the land on which the mobile home rests is included in the listing agreement or sales contract, a real estate license is required. Similarly, when a mobile home's Certificate of Title is canceled and the mobile home becomes part of the real property, a North Carolina real estate license is required to list and sell the mobile home/land combination.