

**SOUTH CENTRAL KANSAS MLS  
MULTIPLE LISTING SERVICE**



South Central Kansas MLS

**RULES & REGULATIONS**

REVISED  
April 2021



# INDEX

## SECTION 1 DEFINITIONS

- 1.1 Affiliated VOW Partner .....1
- 1.2 Association.....1
- 1.3 Billing Date .....1
- 1.4 Board of Directors.....1
- 1.5 Business Days .....1
- 1.6 Business Partner .....1
- 1.7 Cancelled.....1
- 1.8 Coming Soon.....1
- 1.9 Comparable Service .....1
- 1.10 Compilation.....1
- 1.11 Compliance Complaint.....1
- 1.12 Cutoff for Dropping Users .....1
- 1.13 Due Date .....1
- 1.14 Exclusive Right to Sell Listing.....2
- 1.15 Exclusive Agency Listing .....2
- 1.16 “Internet Data Exchange” or “IDX” .....2
- 1.17 IDX Websites.....2
- 1.18 Limited Service Listing.....2
- 1.19 Listing Areas .....2
- 1.20 Listing Content.....2
- 1.21 MLS or Multiple Listing Service .....2
- 1.22 NAR .....2
- 1.23 Office Exclusive Listing.....2
- 1.24 Open Listing.....2
- 1.25 Participant .....3
- 1.26 Period Covered.....3
- 1.27 Profile Sheet.....3
- 1.28 REALTORS® .....3
- 1.29 Registrant .....3
- 1.30 Rules .....3
- 1.31 SCK MLS.....3
- 1.32 SCK MLS Committee .....3
- 1.33 SCK MLS Compliance Panel.....4
- 1.34 SCK MLS Services .....4
- 1.35 SCK MLS System.....4
- 1.36 Short Sales.....4
- 1.37 Subscribers .....4
- 1.38 Submission to SCK MLS .....4
- 1.39 User .....4
- 1.40 Virtual Office Website or VOW .....4
- 1.41 Virtual Tour.....4
- 1.42 Withdrawn.....4

## SECTION 2 LISTING PROCEDURES

- 2.1 Submission of Active Listings .....4
- 2.2 Listing Content Subject to Rules.....6
- 2.3 Detail on Listings Entered into the SCK MLS System .....6



2.4 Seller Refuses SCK MLS Publication.....7

2.5 Listing Changes.....7

2.6 Listings Under Contract .....7

2.7 Withdrawal of Listing Prior to Expiration .....7

2.8 Disclosure of Interest in Listed Property.....8

2.9 Listing Price .....8

2.10 Auction Properties.....8

2.11 Listing Multiple Unit Properties.....8

2.12 Mobile/Manufactured Homes .....9

2.13 No Control of Commission Rates or Fees Charged by Participants.....9

2.14 Expiration Dates, Extensions, and Renewals .....9

2.15 Termination Date on Listings.....9

2.16 Jurisdiction .....9

2.17 Listings as One Property Type Only .....9

2.18 Submission of “Sold Listings” .....9

2.19 Property Address.....9

2.20 Bedroom.....9

2.21 Entering of New Construction Listings.....9

2.22 Below Grade Square Footage.....10

**SECTION 3 SELLING PROCEDURES**

3.1 Showings and Negotiations .....10

3.2 Presentation of Offers .....10

3.3 Submission of Written Offers .....10

3.4 Right of Cooperating Broker in Presentation of Offer .....10

3.5 Right of Listing Broker in Presentation of Counter-Offer .....10

3.6 Reporting Sales to the SCK MLS System.....10

3.7 Reporting on Contingencies .....11

3.8 Reporting Cancellation of Pending Sales .....11

3.9 Selling Agent and Co-Selling Agent .....11

3.10 Listing Agent and Co-Listing Agent .....11

3.11 Reporting Custom Builds as Sold .....11

**SECTION 4 REFUSAL TO SELL**

4.1 Refusal to Sell .....11

**SECTION 5 PROHIBITIONS**

5.1 Advertising of Listings.....

5.2 Information for Participants Only .....11

5.3 “For Sale” Signs .....12

5.4 “Sold” Signs .....12

5.5 Solicitation of Listing Filed with SCK MLS.....12

**SECTION 6 COMPENSATION**

6.1 Cooperative Compensation Specified on Each Listing .....12

6.2 Short Sales.....13

6.3 Dual or Variable Rate Commission Agreements .....13

**SECTION 7 FEES AND CHARGES**

7.1 Initial Participation Fee .....13

7.2 The Recurring Subscription Fee.....13



7.3 Suspension for Non-Payment.....14

7.4 Late Fee .....14

7.5 Pro-ration .....14

7.6 Transfer .....14

7.7 Notification to Board.....14

7.8 Listing Fees .....14

7.9 Reinstatement Fee .....14

7.10 Payment Due .....14

7.11 Comparable and Statistical Data Service .....15

**SECTION 8 MEETING GUIDELINES**

8.1 Meetings of SCK MLS Committee .....15

8.2 Conduct of the Meetings .....15

**SECTION 9 COMPLIANCE, ENFORCEMENT AND PENALTIES**

9.1 Audits .....15

9.2 Listings of Suspended Participant .....15

9.3 Listings of Expelled Participant .....15

9.4 Listings of Resigned Participant .....15

9.5 Consideration of Alleged Violations .....16

9.6 Complaints on Unethical Conduct and Request for Arbitration.....16

9.7 Violations of Rules and Regulations .....16

9.8 Designated Broker Responsibility.....17

9.9 Applicability of Rules to Subscribers.....17

**SECTION 10 CONFIDENTIALITY OF PROPRIETARY INFORMATION**

10.1 Confidentiality of SCK MLS Information .....17

10.2 SCK MLS Not Responsible for Accuracy of Compilation .....17

**SECTION 11 OWNERSHIP OF SCK MLS COMPILATION, COPYRIGHTS, TRADEMARKS AND “MLS”**

11.1 Listing Content Information.....18

11.2 Photographs and Images.....18

11.3 Copyright Vested .....18

11.4 Access .....18

11.5 SCK MLS Copyright/Trademark .....18

**SECTION 12 USE OF SCK MLS COPYRIGHTED COMPILATIONS**

12.1 Distribution .....18

12.2 General Display.....19

12.3 IDX Website Display Authorization .....19

12.4 Virtual Office Websites.....22

12.5 Virtual Office Website Display .....23

12.6 Reproduction .....27

12.7 Limitations on Use of SCK MLS Compilation .....28

12.8 Advertising of Listing Filed with SCK MLS .....28

**SECTION 13 SCK MLS OPERATED LOCK BOX SYSTEM**

13.1 Minimum Security Lock Box System .....28

13.2 Annual Key Audit .....29

13.3 Deny Access to Lock Box System Because of Conviction .....30

**SECTION 14 WAIVER OF MLS SUBSCRIBER FEES .....30**



<b>SECTION 15</b>	<b>PHOTOGRAPHS OR IMAGES</b>	
15.1	No People in Images .....	31
15.2	Participant’s or Subscribers’ Photographs or Images of Listings.....	31
15.3	Picture Branding Rules .....	32
<b>SECTION 16</b>	<b>LICENSES AND INDEMNIFICATIONS .....</b>	<b>32</b>
<b>SECTION 17</b>	<b>TRAINING .....</b>	<b>32</b>
<b>SECTION 18</b>	<b>AMENDMENTS TO THE RULES AND REGULATIONS .....</b>	<b>33</b>
<b>SECTION 19</b>	<b>COMING SOON LISTINGS .....</b>	<b>33</b>
<b>SECTION 20</b>	<b>BULLETIN BOARD.....</b>	<b>34</b>



**SECTION 1. DEFINITIONS**

- 1.1** “**Affiliated VOW Partner**” or “**AVP**” means an entity or person designated by a Participant to operate a VOW on behalf of the Participant or Subscriber, subject to the Participant’s supervision, accountability and compliance with the VOW Policy and VOW Rules.
- 1.2** “**Association**” means the REALTORS® of South Central Kansas in the State of Kansas.
- 1.3** “**Billing Date**” means the date the billing will be billed and mailed by SCK MLS.
- 1.4** “**Board of Directors**” means the group of individuals who sets policy, Rules, general business procedures and budgets for the operation of SCK MLS.
- 1.5** “**Business Day**” is any day except Saturdays, Sundays, and all recognized federal and state holidays.
- 1.6** “**Business Partner**” members shall be real estate owners and other individuals or firms who, while not engaged in the real estate profession as defined in paragraph (a) or (b) of Article IV of the Bylaws of the REALTORS® of South Central Kansas, have interests requiring information concerning real estate, and are in sympathy with the objectives of the Association. Business Partner membership shall also be granted to individuals licensed or certified to engage in real estate practice who, if otherwise eligible, do not elect to hold REALTOR® membership in the Association, provided the applicant is engaged exclusively in a specialty of the real estate business other than brokerage of real property.
- 1.7** “**Cancelled**” status means the listing has been withdrawn from the market and the exclusive listing agreement has been cancelled.
- 1.8** “**Coming Soon Listing**” There is a valid listing contract between the seller and the listing broker and the effective date of the listing is in the future, but the listing is not ready for market. The seller wishes the listing broker to advertise the property to generate interest before it becomes active. The listing is in the MLS, but not on the market. Coming Soon is a listing status, not an online exclusion or a draft of the listing. Days on Market will not accrue while in the Coming Soon status.
- 1.9** “**Comparable and Statistical Data Service**” means access to select sold data fields as determined by the Board of Directors for the South Central Kansas MLS.
- 1.10** “**Compilation**” means all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in the Counties of Butler, Cowley, Harvey, Sedgwick, and Sumner, and throughout the State of Kansas and real properties in other geographic regions which are aggregated and compiled, displayed, maintained and disseminated and includes data relating to commercial, multi-family, residential properties, and land listed for sale or rent, those that have been sold, and those with respect to which the sale has been cancelled or has not closed, and includes unimproved and vacant properties in which the property listing information is compiled and disseminated to the Participants in any format, including but, not limited, to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.
- 1.11** “**Compliance Complaint**” means a complaint submitted to SCK MLS pursuant to Section 9 which alleges a violation of the By-Laws and SCK MLS Rules and Regulations.
- 1.12** “**Cut-Off for Dropping Users**” means the date where the Participant has until the fifteenth (15<sup>th</sup>) day of the first month of the quarter being billed to notify SCK MLS in writing of any individual leaving the company or the Participant will be responsible for the full quarter fees.
- 1.13** “**Due date**” means the date fees and charges are due to SCK MLS.



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

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

**1.16 “Internet Data Exchange” or “IDX”** IDX affords SCK MLS Participants the ability to authorize limited electronic display of their listings by other participants.

**1.17 “IDX Websites”** means a Participant or Subscriber’s display of IDX on the Internet in accordance and compliance with these Rules.

**1.18 “Limited Service Listing”** means a listing where the Participant listing the property will not be available on contract presentations and/or the Participant listing the property will not perform post contract services such as mortgage payoff and title order.

**1.19 “Listing Areas”** means the counties of Butler, Cowley, Harvey, Sedgwick, and Sumner in Kansas which are the counties served by the MLS. Only listings of designated types of real property located within the Listing Areas are required to be submitted to SCK MLS. Listings of property located outside the Listing Areas will be accepted if submitted voluntarily by a Participant in accordance with these Rules.

**1.20 “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.

**1.21 “MLS” or “Multiple Listing Service”** means a system by which authorized Participants and Subscribers make blanket unilateral offers of compensation to other Participants and Subscribers (acting either as buyer agents in other agency or non-agency capacities as defined by law) during the course of which the Compilation is accumulated and disseminated to enable Participants and Subscribers to serve their customers, clients and the public, and includes data entry of listings, terminal support, program support and educational classes on its computer system.

**1.22 “NAR”** means the National Association of REALTORS® whose policies govern SCK MLS.

**1.23 “Office Exclusive Listing”** means a listing where the owner, due to privacy concerns, will only allow the listing brokerage to sell the listing, and the listing will not be included in the MLS Compilation, or to be publically marketed. There are no offers of cooperation or compensation on Office Exclusive Listings. 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.

**1.24 Open Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker.



**1.25** “**Participant(s)**” means any REALTOR<sup>®</sup> of the REALTORS<sup>®</sup> of South Central Kansas or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in SCK MLS upon agreeing in writing to conform to the rules and regulations and compliance guidelines thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to SCK MLS “membership” or “participation” unless they hold a current, valid real estate broker’s license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property pursuant to a real estate transaction. Use of information developed by or published by SCK MLS is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a SCK MLS where access to such information is prohibited by law.

Mere possession of a broker’s license is not sufficient to qualify for SCK MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed in SCK MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in SCK MLS. “Actively” means on a continual and ongoing basis during the operation of the Participant’s real estate business. The “actively” requirement is not intended to preclude SCK MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny SCK MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit SCK MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed in SCK MLS in which participation is sought. This requirement does not permit SCK MLS to deny participation to a Participant or potential Participant that operates a “Virtual Office Website” (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. SCK MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if SCK MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The participation requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants.

**1.26** “**Period Covered**” means the period of three (3) months for which fees and charges are billed in advance.

**1.27** “**Profile Sheet**” means a form used to collect Listing Content for input into the SCK MLS System.

**1.28** “**REALTORS<sup>®</sup>**” means licensed real estate brokers and licensed real estate agents who are members in good standing of the National Association of REALTORS<sup>®</sup>.

**1.29** “**Registrant**” means a member of the general public who creates a broker-consumer relationship as defined by State law with a Participant by inputting personal information through Participant’s VOW.

**1.30** “**Rules**” means these Rules and Regulations of SCK MLS which may be amended by SCK MLS from time to time.

**1.31** “**SCK MLS**” means South Central Kansas MLS, a Kansas corporation that provides Multiple Listing Services to Association Participants.

**1.32** “**SCK MLS Committee**” means persons appointed by the SCK MLS Board of Directors to perform certain functions or projects as assigned by the Board of Directors.





- 1.33** “**SCK MLS Compliance Panel**” means five (5) persons selected by the Board of Directors which shall not be members of the SCK MLS Committee, the Board of Directors, executives or staff of the Association or of SCK MLS or Association Board of Directors.
- 1.34** “**SCK MLS Services**” means other products and services which facilitate the business of Participants and Subscribers.
- 1.35** “**SCK MLS System**” means the SCK MLS software to access the SCK MLS Compilation maintained in electronic form.
- 1.36** “**Short Sales**” shall mean a transaction where title transfers, where the sales price is insufficient to pay the total of all liens and costs of sales and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies.
- 1.37** “**Subscribers**” means non-principal brokers, sales associates and licensed and certified appraisers affiliated with Participants and who have executed a Subscriber Agreement as required by SCK MLS. For purposes of these rules, Subscribers are bound by all the provisions that bind Participants, and Participants are liable under these rules to ensure Subscribers affiliated with them comply with these Rules.
- 1.38** “**Submission To SCK MLS**” means proper submission deadlines and requirements shall be met by filing the information with the SCK MLS or by entering the information into the SCK MLS System by what is known as the “Broker Load” system.
- 1.39** “**User**” means in addition to the Participant, any non-principal broker, sales licensees, and licensed and certified real estate appraisers affiliated with a Participant, Participant’s affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of a Participant. User’s access is subject to these Rules and Regulations, the payment of applicable fees and charges and the limitations and restrictions of state law. The affiliated Participant shall be responsible for its Users.
- 1.40** “**Virtual Office Website**” or “**VOW**” means a Participant’s Internet website and, when authorized, websites of non-principal brokers and agents affiliated with Participants, which complies with the SCK MLS VOW Policy and Rules and through which members of the general public may receive real estate brokerage services, including the opportunity to search the SCK MLS Compilation subject to the Participant’s oversight, supervision and responsibility.
- 1.41** “**Virtual Tour**” as used in these rules, includes panorama’s (both still and video), videos, 360 degree tours, 3d tours, slide shows and virtual tours.
- 1.42** “**Withdrawn**” status means that the property has been withdrawn from the market, but the exclusive listing agreement is still in effect. Withdrawn listings cannot be made available for showings, open houses, previews, or other similar activities.

## **SECTION 2. LISTING PROCEDURES**

### **2.1 Submission of Active Listings.**

SCK MLS shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize, provided the listing is of a type accepted by the SCK MLS System, although a property data form, the Profile Sheet, may be required as approved by the SCK MLS. However, SCK MLS, through its legal counsel:

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



SCK MLS shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of SCK MLS acting as subagents, buyer agents, or both.

The listing agreement must include the seller's written authorization to submit the agreement to SCK MLS.

The different types of listing agreements include:

- exclusive right-to-sell
- open
- exclusive agency
- net

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

The exclusive right-to-sell listing is the conventional form of listing submitted to SCK MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

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

SCK MLS does not regulate the type of listings its Participant's may take. This does not mean that SCK MLS accepts every type of listing. SCK MLS shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its Participants free to accept such listings to be handled outside the SCK MLS.

2.1.1 SCK MLS shall accept all Exclusive Right to Sell Listings, Exclusive Agency Listings and other forms of Agreement which make it possible for the listing Participant to offer compensation to other Participants for the types of real property set forth in Section 2.1.2 located within Sedgwick, Butler, Cowley, Harvey, or Sumner Counties in the State of Kansas. Listings entered into the SCK MLS System shall be complete and accurate in every detail.

2.1.1.1 Clear Cooperation Policy (CCP). 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.

The following property types are not subject to the Clear Cooperation Policy:

- (a) New Construction.



2.1.2 Listings Content of the following types, which are listings subject to a real estate broker's license, must be entered in the SCK MLS System:

- (a) Single attached family homes, including condominium apartment, attached single family residences for sale or exchange
- (b) Two-family, three-family and four-family residential buildings for sale or exchange
- (c) Vacant lots, excluding subdivisions with 10 or more lots under one ownership for sale or exchange.
- (d) Acreage or farms of less than 40 acres for sale or exchange
- (f) All other types of properties listed on an Exclusive Right to Sell Listing and all properties listed on an Exclusive Agency Listing agreement may be entered and, if entered, the SCK MLS Rules and Regulations will apply.

2.1.3 The Participant will certify, in writing, that a properly signed listing agreement will be in effect before they enter listings into the SCK MLS System and that their listing agreement contains wording which permits the listing to be disseminated by the SCK MLS System. The Participant shall provide a written copy of any listing agreement entered into the SCK MLS System if requested by the SCK MLS office

2.1.4 The SCK MLS System prohibits the inclusion of any co-exclusive listings that is co-exclusive with a broker or firm that is not a Participant of SCK MLS.

2.1.5 The SCK MLS System will not accept business opportunities unless being sold as part of real property.

2.1.6 SCK MLS shall accept listings for the sale of improvements to real property that are on land that is leased only when the lease rights for the real property are being assigned within the same transaction as the sale for the improvements to real property. A lease assignment for the real property must be submitted with the listing and the public remarks must include a statement disclosing the number of years remaining on the lease, as well as that the sale for the improvements to real property are on real property that is leased and the lease will be assigned to the purchaser in the transaction.

**2.2 Listing Content Subject to Rules.** Listing Content submitted to SCK MLS is subject to these Rules upon signature of the seller(s) and shall be complete in every detail.

**2.3 Detail on Listings Entered into the SCK MLS System.** Listing Content, when entered into the SCK MLS System by the listing Participant, shall be complete in every required detail which is specified on the Profile Sheet.

2.3.1 Limited service listings will be identified with a code in SCK MLS System. Prior to initiating efforts to show or sell a property, potential cooperating Participants must be aware of the services the listing Participant will provide to a seller(s) whether any potential cooperating brokers are being asked to provide some or all of these services to the listing Participant's sellers.

2.3.2 Listing agreements under which the listing broker will not provide one, or more, of the following services are considered Limited Service Listings:

2.3.2.1 arrange appointments for cooperating brokers to show listed properties to potential purchaser(s), but instead gives cooperating brokers authority to make such appointments directly with seller(s);

2.3.2.2 accept and present to 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)

2.3.2.3 advise seller(s) as to the merits of offers to purchase



2.3.2.4 assist seller(s) in developing, communicating, or presenting counter-offers

2.3.2.5 participate on seller's(s') behalf in negotiations leading to the sale of the listed property.

2.3.3 Any additional fees and or costs associated with the real estate transaction must be disclosed by the Participant in the Public Remarks section of the listing, if they have not been previously disclosed in the MLS.

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

**2.4 Seller Refuses SCK MLS Publication.** If the seller refuses to permit the listing to be disseminated by the SCK MLS System, the Participant may then take an Office Exclusive Listing, and such listing shall be filed with the service but not disseminated to the participants. The listing Participant, listing agent, and the seller, must complete an Office Exclusive Listing Consent form. This form must be submitted along with a copy of the Office Exclusive Listing Agreement to the SCK MLS office within 1 business day of the effective date of the listing.

**2.5 Listing Changes.** Any change in the status of a property for price changes, extensions, conditional withdrawals or cancellations or other changes in the original listing agreement shall be made only when authorized in writing by the seller and shall be entered into the SCK MLS System by the close of the next business day after the authorized changes are received by the listing Participant.

## **2.6 Listings Under Contract**

2.6.1 "Contingent" and regular "Pending" status changes are to be recorded in the SCK MLS System by the listing Participant or Subscriber within three (3) business days of acceptance of the contract. Listings can be placed on "Take Backup" status, subject to SCK MLS staff approval. All requests for placing a listing on "Take Backup" must be submitted in writing to the SCK MLS office. If the request is for the buyer to obtain loan commitment, SCK MLS staff will change the status from "Active" to "Take Backup" for a period not to exceed two (2) weeks, at which time, the status will be changed to "Pending". If the request is based on a requirement in the listing agreement to continue marketing the property, SCK MLS staff will change the status from "Active" to "Take Backup" until the proposed closing date, at which time the status will be changed to "Pending" until the sale is reported by the listing Participant.

2.6.2 The Contingent status shall not be used for inspection contingencies or for financing contingencies except as allowed in section 2.6.1 above.

2.6.3 Once the contingency has been removed, the listing status must be changed to Pending within one (1) business day.

2.6.4 Any other contingency or condition of any term in a listing Agreement shall be noted in the public or private remarks section of the SCK MLS System.

2.6.5 Custom Builds are required to be input as Pending in the MLS system within 45 days after the contract to build is signed, the building permit is issued, or when the lot closes, whichever is later. The Contract Price should be entered as the Asking Price.

2.6.6 Listings withheld from the SCK MLS System under section 2.1.1.1 (Clear Cooperation Policy) that go under contract, must be input into the system with a listing status that reflects it's under contract status, within three (3) business days after contract acceptance.

## **2.7 Withdrawal or Cancellation of Listing Prior to Expiration.**



2.7.1 Listing Content may be withdrawn from the SCK MLS System by the listing Participant or Subscriber before the expiration date of the listing agreement only when authorized in writing by the seller(s). This information must be reported in the SCK MLS System. A copy of the agreement which authorizes the withdrawal or cancellation should be kept on file by the Participant or Subscriber and Participant shall provide a written copy to SCK MLS staff if requested.

2.7.2 Sellers do not have the unilateral right to require SCK MLS to withdraw or cancel a listing without the listing Participant's concurrence. However, when a seller(s) can document that its exclusive relationship with the listing Participant has been terminated, SCK MLS may cancel the listing at the request of the seller.

2.7.3 Listing Participant is required to cancel a listing in the SCK MLS System within 24 hours after receiving notification that ownership of the listed property has changed.

## **2.8 Disclosure of Interest in Listed Property.**

2.8.1 If a Participant or any Subscriber, including licensed or certified appraisers, affiliated with a Participant has any interest in a property, the Listing Content of which is to be disseminated through SCK MLS, that listing Participant shall disclose that interest when the listing is entered into the SCK MLS System and such information shall be disseminated to all Participants and Subscribers. This information should also be included in the Public and Private Remarks section of the SCK MLS Compilation.

2.8.2 If a Participant or any Subscriber, including licensed and certified appraisers, affiliated with a Participant wishes or intends to acquire an interest in property listed with another Participant, such contemplated interest or intent shall be disclosed, in writing, to the listing Participant not later than the time an offer to purchase is submitted to the listing Broker .

## **2.9 Listing Price.**

2.9.1 The full gross listing price stated in the listing agreement will be included in the information published in the SCK MLS Compilation of current listings. Rental prices must be expressed in monthly rent amounts. Net listings or Open Listings will not be accepted by SCK MLS.

2.9.2 Listing price for model homes will reflect the "To Be Sold" price of the model home in category "Model Home – Not For Sale".

## **2.10 Auction Properties.**

2.10.1 Auction properties may be entered as "Active" listings in the SCK MLS System. Auction date and time may be placed in Public Remarks.

2.10.2 Failed to Sell at Auction. When an auction listing fails to sell at auction, the Participant shall, within five (5) business days after the auction date, do one of the following:

- (a) Specify a future auction date in the MLS,
- (b) Change the listing from "Auction" to "For Sale" and specify a non-zero dollar Asking Price and remove all references to the auction from the listing, or
- (c) Withdraw or Cancel the listing from the MLS.

## **2.11 Listing Multiple Unit Properties.**

2.11.1 All properties, which are to be sold or which may be sold separately, must be indicated individually in the listing and on the Profile Sheet. When part of a listed property has been sold, the listing should be changed in the SCKMLS System to reflect the property that was included in sale.



- 2.12 Mobile/Manufactured Homes.** Mobile/Manufactured Homes, unless being sold as a part of real property, will not be distributed nor accepted by SCK MLS.
- 2.13 No Control of Commission Rates or Fees Charged by Participants.** SCK MLS shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, SCK MLS shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants or between Participants and non-Participants.
- 2.14 Expiration Dates, Extensions, and Renewals.** Any listing entered into the SCK MLS System automatically expires unless renewed and notice of the renewal or extension is processed prior to the expiration date by the listing Participant. If notice of renewal or extension is received by the Participant prior to expiration of the listing, then notice of such extension or renewal need not be published in the SCK MLS System. If notice of renewal or extension is after the expiration of the original listing, then a new listing agreement must be secured for the listing to be entered into the SCK MLS System. If a property reaches expired status, and a new listing agreement is signed to re-list with the same company, the agent can either revise the expiration date to extend the listing with the same SCK MLS number or re-input the property with a new SCK MLS number using a new list date and new price. Any extension or renewal of a listing must be signed by the seller(s) and kept on file by the Participant. A copy of the extension or renewal shall be provided by the Participant to SCK MLS staff if requested.
- 2.15 Termination Date on Listings.** Listings entered into the SCK MLS System shall bear a definite and final termination date as negotiated between the listing Participant and the seller(s).
- 2.16 Jurisdiction.** Only listings of the designated types of property located within Butler, Cowley, Harvey, Sedgwick, or Sumner Counties in the State of Kansas are required to be entered into the SCK MLS System. Listings of property located outside the SCK MLS jurisdiction will be accepted if submitted voluntarily by a Participant but cannot be required by SCK MLS.
- 2.17 Listings as One Property Type Only.** Listings shall be entered as one property type only unless the property use would necessitate entering it in an additional property type category.
- 2.18 Submission of “Sold” Listings.** For purposes of statistical recording, Participants may submit to SCK MLS those properties that have been authorized in writing by the owner at the time of entry into the SCK MLS System that were not exclusively listed, but have been sold by a firm which is a Participant. These properties may not be entered into the SCK MLS System until such time as the property is either in pending status or sold status and are subject to all other Rules including the time requirements for entry of data. All fields that are required by SCK MLS must be completed at input. In no case may a Participant enter a listing of this nature without a Contract for Purchase and Sale having been entered into between buyer and seller. In the event the contract is not consummated, then Participant must cancel said “Sold Listing” unless an Exclusive Agency Listing or Exclusive Right to Sale Listing agreement is signed by the seller authorizing entry into the SCK MLS System as an active listing. However, in no case will Participant misrepresent the information contained in the SCK MLS System. The listing Participant shall enter their ID’s as both listing and selling Participant unless there is a cooperating broker.
- 2.19 Property Address.** The property street address on a listing, including any street suffix, should appear as it does on the U.S. Postal Service website (<http://USPS.com>) in the “Look Up A ZIP Code” tool, provided the property has a street address available.
- 2.20 Bedroom.** A room may only be referred to as a bedroom when it meets the local housing code requirements for a bedroom.
- 2.21 Entering of New Construction Listings.** New Construction listings are not to be entered into the MLS system until after a building permit has been pulled for the construction.



**2.22 Below Grade Square Footage.** If any part of a level of a structure is below grade, then all finished square footage for that level is to be counted as and entered as Basement Finished Area (BFA).

### **SECTION 3 SELLING PROCEDURES**

#### **3.1 Showings and Negotiations.**

3.1.1 Appointments for showings and negotiations with the seller for the purchase of listed property filed in the SCK MLS System shall be conducted through the listing Participant except under the following circumstances:

- (a) the listing Participant gives cooperating brokers specific authority to show and/or negotiate directly or,
- (b) after reasonable effort, the cooperating broker cannot contact the listing Participant or its representative. However, the listing Participant, at its option, may preclude such direct negotiations by cooperating brokers. Such preclusions must be clearly stated by the listing Participant on the Profile Sheet.

3.1.2 Listings that are not available to be shown must state in the Private Remarks the time period and the reason that showings are not allowed.

**3.2 Presentation of Offers.** The listing Participant shall make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

3.2.1 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.

**3.3 Submission of Written Offers.** Unless precluded by law, government rule or regulation or otherwise agreed in writing, all offers shall be submitted to the seller until closing. Unless the listing Participant and the seller agree otherwise, the listing Participant shall not be obligated to continue to market the property after an offer has been accepted. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing Participant shall recommend that the seller obtain the advice of legal counsel prior to acceptance of any 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.

**3.4 Right of Cooperating Broker in Presentation of Offers.** The cooperating broker or its representative has the right to participate in the presentation to the seller or lessor of an offer it secures. The cooperating broker does not have the right to participate in any subsequent discussion or evaluation of that offer by the seller or lessor and the listing Participant. However, if the seller or lessor gives written instructions to the listing Participant that the cooperating broker not participate in the presentation of the offer, 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 Participant's right to control the establishment of appointments for such presentations.

**3.5 Right of Listing Broker in Presentation of Counter-Offers.** The listing Participant or its representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. The listing Participant does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing Participant 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.

**3.6 Reporting Sales to the SCK MLS System.** Status changes, including final closing of sales and sale prices, shall be reported to SCK MLS by the listing Participant by the close of the third (3<sup>rd</sup>) business day after they have occurred. If negotiations were carried on under Section 3.1.1 (a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing



Participant within twenty-four (24) hours after occurrence and the listing Participant shall report them to SCK MLS by the close of the third (3<sup>rd</sup>) business day after receiving notice from the cooperating Participant. If the current property information at the time of closing is different than the property information in the MLS system, the listing agent is required to update all of the property information in the MLS system to accurately reflect the property as sold, no later than when the listing is closed out in the MLS system.

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

**3.7 Reporting on Contingencies.** The listing Participant shall enter into to the SCK MLS System, by the close of the next business day, that a contingency on file with SCK MLS System (except normal financing contingencies) has been fulfilled or renewed, or the agreement canceled.

**3.8 Reporting Cancellation of Pending Sales.** The listing Participant shall immediately enter into the SCK MLS System the cancellation of any pending sale and the listing shall be reinstated so long as the Exclusive Listing Agreement is still in effect.

**3.9 Selling Agent and Co-Selling Agent.** If the listing agent/brokerage is requested by the selling agent/brokerage to change the selling agent listed on a closed transaction, the listing agent/brokerage may do so if they choose, subject to the listing brokerage's policies, within 180 days after the closing date. After 180 days, the listing agent/brokerage must send a written request to SCKMLS staff along with a copy of the sales contract. SCKMLS staff will only change the selling and co-selling agents to show what is listed on the sales contract. If there are two or more names listed on the sales contract for the selling side, the first two names listed will each receive fifty-percent selling credit.

**3.10 Listing Agent and Co-Listing Agent.** The listing agent and co-listing agent names on a listing entered into the MLS shall not be changed more than 180 days after the closing date.

**3.11 Reporting Custom Builds as Sold.** Custom Builds are not to be reported in the MLS as Sold until the Certificate of Occupancy is issued, or the final closing on the property, whichever is later. The Sales Price is to include all change requests.

#### **SECTION 4 REFUSAL TO SELL**

**4.1 Refusal to Sell.** If the seller of any property listed and entered in the SCK MLS System refuses to accept a written offer which contains all the terms and conditions stated in the listing, that information shall be transmitted immediately to SCK MLS by the listing Participant and shall be transmitted to all Participants.

#### **SECTION 5 PROHIBITIONS**

The Compilation disseminated by SCK MLS through the SCK MLS System is for the exclusive use of Participants and Subscribers and to such other Association of REALTORS<sup>®</sup> or Multiple Listing Services with whom there is an agreement for exchange of Listing Content or SCK MLS Services. Unauthorized use of the Compilation by Participants, Subscribers or other Association of REALTORS<sup>®</sup> or MLSs may result in expulsion, fining, cancellation of agreements and/or other disciplinary actions as may be necessary to stop offending Participants, Subscribers, Associations of REALTORS<sup>®</sup> or MLSs.

**5.1 Advertising of Listings.** A listing shall not be advertised by any Participant other than the listing broker without the prior written consent of the listing broker.





**5.2 Information for Participants Only.** Any listing filed with SCK MLS shall not be made available to any broker or firm not a Participant of SCK MLS without the prior consent of the listing Participant.

**5.3 "For Sale" Signs.** Only the "For Sale" signs of the listing Participant shall be placed on the property.

**5.4 "Sold" Signs.** Prior to closing, only the "Sold" sign of the listing Participant may be placed on a property unless the listing Participant authorizes the cooperating (selling) broker to post such a sign.

**5.5 Solicitation of Listing Filed with SCK MLS.** Participants shall not solicit a listing on property filed with SCK MLS unless the solicitation is consistent with Article 16 of the REALTORS<sup>®</sup> Code of Ethics, its Standards of Practice, and its Case Interpretations.

## **SECTION 6 COMPENSATION**

### **6.1 Cooperative Compensation Specified on Each Listing.**

6.1.1 The listing Participant shall specify, on each listing entered into the SCK MLS System, the compensation offered to other SCK MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing Participant's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing Participant to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through SCK 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 Participant to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing Participant know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing Participant communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

6.1.2 In entering a property into the SCK MLS System, the Participant is making blanket unilateral offers of compensation to the other SCK MLS Participants, and shall therefore specify on each listing entered into the SCK MLS System, the compensation being offered to the other SCK MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating Participant has the right to know what the compensation shall be prior to an endeavor to sell.

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

6.1.4 None of the foregoing shall preclude the listing Participant from offering any other SCK MLS Participant compensation other than the compensation indicated on any listing published in the SCK MLS System, provided the listing Participant informs the other Participants, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in SCK MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

**Note:** SCK MLS does not have a Rule requiring the listing Participant to disclose the amount of total negotiated commission in the listing contract, and SCK MLS does not publish the total negotiated commission on a listing which has been submitted to SCK MLS by a Participant. SCK MLS does not disclose in any way the total commission negotiated between the seller and the listing Participant.



6.1.5 The compensation specified in Listing Content filed with SCK MLS shall appear in one of two forms. The essential and appropriate requirement is that the Listing Content shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing Participant, in writing, in advance of submitting an offer to purchase. The compensation specified on Listings Content shall be shown in one of the following forms:

- a. by showing a percentage of the gross selling price, or
- b. by showing a definite dollar amount

6.1.6 Participants are prohibited from submitting information in a listing that conflicts with the offers of compensation input into the MLS provided commission fields, or that conflict with SCKMLS Policy on offers of compensation through the MLS.

**6.2 Short Sales.** Participants may, but are not required to, disclose potential short sales to other Participants and Subscribers. Participants shall also change the status of a Short Sale listing in the SCK MLS System to “Contingent” with a Contingency Reason of “Short Sale” within three (3) business days of the seller’s execution of the contract for purchase and sale. When a potential short sale is disclosed to other Participants and Subscribers, 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.

**6.3 Dual or Variable Rate Commission Agreements.** 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 Participant without assistance and a different commission if the sale/lease results through the efforts of a cooperating Participant; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing Participant either with or without the assistance of a cooperating Participant and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing Participant in the SCK MLS System in the field known as “variable”. The listing Participant shall, in response to inquiries from potential cooperating Participants, disclose the differential that would result in either a cooperative transaction or, alternately, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating Participant 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 7 FEES and CHARGES**

The specific amounts of fees and charges referenced in this section, and the requirement for payment, are set from time to time by the SCK MLS Board of Directors. Each designated broker of a Participant office of SCK MLS shall be responsible for payment of fees for their office, Subscribers, and support staff. Payment of such fees and charges may be accepted from the Participant or a Subscriber licensed with said Participant. None of the foregoing shall preclude the SCK MLS Participant from being reimbursed by licensed Subscribers for fees or charges incurred on their behalf pursuant to any in-house agreement that may exist.

Participant will also be charged an amount that is multiplied by the number of Subscribers who have access to the SCK MLS System, whether licensed as a broker, salesperson, or licensed or certified as an appraiser, who are employed by or affiliated as an independent contractor with such Participant, unless such Subscribers file for a Waiver of Subscriber MLS Fees and are approved by SCK MLS. The fees shall be billed quarterly in advance to the Participant and are not refundable after the fifteenth (15<sup>th</sup>) day of the first month of the quarter being billed. Payment for billed quarterly fees must be paid by the Participant. No individual Subscriber payments will be processed.

**7.1 Initial Participation Fee.** An applicant for participation in the Compilation of SCK MLS shall pay a one time, non-refundable application fee which shall accompany the application.

**7.2 The Recurring Subscription Fee.** The monthly subscription fee for each Participant shall be an amount established from time to time by the Board of Directors, multiplied by the number of Subscribers, whether such Subscribers are licensed as



brokers, salespeople or licensed or certified appraisers, who are employed by or affiliated as independent contractors with such Participant. A request for exemption as set forth in Section 14 may be made by the Participant in the form as prescribed by SCK MLS.

**7.3 Suspension for Non-Payment.** Access to the SCK MLS System and Compilation will be suspended if charges and fees are not paid by the last day of the first month of the quarter from the Due Date for which Participant is being billed, and access shall remain suspended until all fees and charges are paid in full.

**7.4 Late Fee.** A twenty percent (20%) late charge of all outstanding fees and charges will be assessed to reinstate suspended Participants. If fees and charges are not paid by the last day of the second month of the quarter billed, the Participant will be automatically terminated, and access can only be reinstated upon application as a new member and payment of all amounts in arrears.

**7.5 Pro-ration.** Should an individual Participant or Subscriber or company Participant join during a quarter, fees will be pro-rated and collected prior to access to the SCK MLS System.

**7.6 Transfer.** Upon transfer from one Participant or office to another, if Participants' charges and monthly subscription fees have not been received, all charges and fees due SCK MLS shall be paid in advance of any transfer.

**7.7 Notification to Board.** The Board of Directors of SCK MLS, shall be notified of all Participants not paid within thirty (30) days from the date of suspension or termination.

**7.8 Listing Fees.** There is no charge for listings entered or modified by the Participant's office. Listings entered or modified by SCK MLS staff will be assessed a manual input fee. Changes in the status of a listing will not be charged to the Participant unless that change is executed by SCK MLS in which case a change of listing fee will be assessed.

**7.9 Reinstatement Fee.** A reinstatement fee shall be charged if a Participant voluntarily discontinues its participation in SCK MLS for a period of less than one (1) year or if a Participant is suspended for non-payment, then either rejoin SCK MLS within that year. If a Participant discontinues its participation or is suspended from SCK MLS for a period longer than one (1) year, then rejoins the SCK MLS after that one (1) year, a new application must be submitted accompanied by the appropriate application fee, and in the case of suspensions and terminations, the new application and appropriate application fee must be accompanied by payment of all outstanding unpaid fees and charges.

**7.10 Payment Due.** Payment of the monthly participation charges and the monthly subscription fees shall be made in advance on a quarterly basis, and are not refundable after the fifteenth (15<sup>th</sup>) day of the first month of the quarter billed. New Participants and/or Subscribers shall be pro-rated beginning on the first day of the month in which service is requested.

Each Participant office will be invoiced, in advance, on the 15th of the month preceding the beginning of a new quarter for the Participant charges plus monthly subscription fee for all Subscribers in the Participant office who are not exempt. The billing schedule is as follows:

<u>Billing Date</u>	<u>Due Date</u>	<u>Period Covered</u>	<u>Cut Off for Dropping Users</u>	<u>All Services Suspended If not paid By this date</u>	<u>Participant Dropped from SCK MLS</u>
06/15	07/01	JL/AG/SE	07/15	08/01	09/01
09/15	10/01	OC/NO/DE	10/15	11/01	12/01
12/15	01/01	JA/FE/MR	01/15	02/01	03/01
03/15	04/01	AP/MA/JU	04/15	05/01	06/01



**7.11 Comparable and Statistical Data Service.** Business Partner members of the Association who are actively engaged in mortgage financing and REALTOR® members of the Association who are actively engaged in real estate brokerage, management, mortgage financing, land development, building, or are registered, licensed or certified by an appropriate state regulatory agency in the state of Kansas to engage in the appraisal of single parcels of real property pursuant to a real estate transaction and who do not participate in the SCK MLS, may nonetheless receive, by license from SCK MLS, information other than current Listing Content that is generated wholly or in part by SCK MLS, including “comparable” information, “sold” information, and “statistical reports”. Such comparable or statistical information is governed by both the License Agreement and these Rules. License fees for this comparable service shall be paid annually in advance and pro-rated quarterly for those who subscribe after January 31 of any year.

### **SECTION 8 MEETING GUIDELINES**

**8.1 Meetings of SCK MLS Committee.** The SCK MLS Committee shall meet for the transaction of its business at a time and place to be determined by the SCK MLS Committee or at the call of the chairperson of the SCK MLS Committee.

**8.2 Conduct of the Meetings.** The chairperson, or vice-chairperson of the SCK MLS Committee, shall preside at all meetings or in their absence; a temporary chairperson from the membership of the SCK MLS Committee shall be named by the chairperson or, upon the chairperson’s failure to do so, by the SCK MLS Committee.

### **SECTION 9 COMPLIANCE, ENFORCEMENT and PENALTIES**

**9.1 Audits.** SCK MLS staff will conduct regular audits to check for possible inaccuracies and/or non-compliance in the SCK MLS System.

**9.2 Listings of Suspended Participant.** When a Participant is suspended from SCK MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, SCK MLS Rules and Regulations, or other membership obligations EXCEPT failure to pay appropriate dues, fees, or charges), all listings currently filed in the SCK MLS System by the suspended Participant shall, at the suspended Participant's option, be retained in the SCK MLS System until sold, withdrawn, cancelled or expired, and shall not be renewed or extended beyond the termination of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association or SCK MLS or both, for failure to pay appropriate dues, fees, or charges, SCK MLS will not provide access to the SCK MLS System nor other services, including continued inclusion of the suspended Participant's listings in the SCK MLS Compilation. Prior to removing the suspended Participant's listings from the Compilation, the suspended Participant shall be advised, in writing, of the intended removal so that the suspended Participant’s will have reasonable time to advise its clients.

**9.3 Listings of Expelled Participant.** When a Participant is expelled from SCK MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, SCK MLS Rules and Regulations, or other membership obligations EXCEPT failure to pay appropriate dues, fees, or charges), all listings currently filed in SCK MLS System shall, at the expelled Participant’s option, be retained in the SCK MLS System until sold, withdrawn, cancelled or expired, and shall not be renewed or extended by the SCK MLS beyond the termination of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association or SCK MLS, or both, for failure to pay appropriate dues, fees, or charges, the SCK MLS will not provide access to SCK MLS System or other services, including continued inclusion of the expelled Participant’s listing in the SCK MLS Compilation. Prior to removing the expelled Participant’s listings from the Compilation, the expelled Participant shall be advised, in writing, of the intended removal so that the expelled Participant will have reasonable time to advise its clients.

**9.4 Listings of Resigned Participant.** When a Participant resigns from the SCK MLS, the SCK MLS is not obligated to provide SCK MLS Services, including continued inclusion of the resigned Participant's listings in the SCK MLS System of current listing information. Prior to removing the resigned Participant's listings from the Compilation, the resigned Participant shall be advised, in writing, of the intended removal so that the resigned Participant will have reasonable time to advise its clients.



**9.5 Consideration of Alleged Violations.** The SCK MLS staff shall, on a confidential basis, give consideration to all written complaints having to do with violations of the SCK MLS Rules and Regulations. The procedures are as follows:

9.5.1. Complaints submitted by any party will be reviewed.

9.5.2. Complaints shall be submitted to SCK MLS Staff in writing.

9.5.3. In response to a complaint, SCK MLS staff shall:

9.5.3.1. Evaluate and determine if a violation of the Rules and Regulations occurred.

9.5.3.2. Notify the Participant and, if applicable, the Subscriber of its determination and if there is violation or non-compliance, the amount of the fine or sanction assessed by SCK MLS.

9.5.3.3. If Participant or Subscriber desires a hearing regarding the decision of SCK MLS, they may request a hearing before the SCK MLS Compliance Panel in accordance with provisions set forth in Section 9.7 of these Rules.

9.5.3.4. The MLS shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors.

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

**9.6 Complaints on Unethical Conduct and Request for Arbitration.** All conduct complaints and requests for arbitration shall be referred by SCK MLS to the Association for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws and the National Association of REALTOR'S<sup>®</sup> Code of Ethics and Arbitration Manual.

**9.7 Violations of Rules and Regulations.** Failure to abide by the strict intent of these Rules may result in a fine, suspension, or expulsion from SCK MLS. The SCK MLS Compliance Guidelines set forth the complete violations and fines. If the alleged offense is a violation of the Rules and Regulations, it shall be considered and determined by the staff of SCK MLS and if a violation is determined, the SCK MLS staff may direct the imposition of a fine or sanction. If the recipient of such sanction has reason to believe that the sanction imposed by SCK MLS has no merit, they may request a hearing before the SCK MLS Compliance Panel in accordance with the following procedure:

9.7.1. A request for a hearing before the SCK MLS Compliance Panel must be filed, in writing at the SCK MLS office, within twenty (20) days of any notice of determination of violation, sanction or fine made by SCK MLS

9.7.2. If no notice is filed within twenty (20) days of following receipt of the SCK MLS decision, the sanction will be confirmed and an order issued accordingly.

9.7.3. If a request for a hearing has been timely filed, SCK MLS will send the Participant two (2) alternate hearing dates. Participant will have twenty (20) days within which to notify SCK MLS of its choice of days for the hearing.

9.7.4. If the Participant does not respond within the twenty (20) day time period, then a hearing date will be selected.

9.7.5. If the Participant responds within said twenty (20) day time period and selects one (1) of the two (2) hearing dates, SCK MLS will send Participant a list of the SCK MLS Compliance Panel members scheduled to appear at the hearing and a list of alternates. If Participant objects to a member of the SCK MLS Compliance Panel, Participant may request a substitution



of an alternate on the list provided. Substitution requests must be received at least twenty (20) days prior to the hearing date. Emergency absences of scheduled SCK MLS Compliance Panel members will be filled from the list of alternates.

9.7.6 Members of the SCK MLS Compliance Panel may request from the Participant any documents that are deemed by the Panel to be relevant and necessary to its determination of the matter and must be submitted no later than the scheduled hearing.

9.7.7 If Participant desires to withdraw his or her request for hearing, such request for withdrawal must be made in writing.

9.7.8 SCK MLS will provide a court reporter to record the hearing. Any party to the hearing may, at their own expense, request a transcript, a copy of which will be provided to the CEO of SCK MLS.

9.7.9 The SCK MLS Compliance Panel is not bound by the rules of evidence applicable in courts of law, but shall endeavor to afford all parties a reasonable opportunity to be heard, present witnesses and offer evidence, subject to the SCK MLS Compliance Panel's judgment as to relevance. All hearings and procedures shall be conducted in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS® and such Rules and Regulations as may be promulgated by SCK MLS from time to time.

9.7.10 The decision of the SCK MLS Compliance Panel shall be by majority vote. The Panel shall submit its decision in writing, signed by all Panel members to SCK MLS and Participant within ten (10) business days after the scheduled hearing. All SCK MLS Compliance Panel decisions must be approved by the Board of Directors.

9.7.11 If a Participant desires to appeal the decision of the SCK MLS Compliance Panel, Participant shall, within twenty (20) days of notice of the decision of the SCK MLS Compliance Panel, notify SCK MLS Staff, in writing, of its desire to appeal the decision to a quorum of the Board of Directors of SCK MLS. The same procedural timeframes and mechanics as set forth in Section 9.7.3 through Sections 9.7.11 above with regard to the initial hearing shall apply to the appeal hearing.

**9.8 Designated Broker Responsibility.** Participants shall be responsible for the actions of their employees, personal assistants, sales associates, appraisers, partners, and corporate officers in all matters in which SCK MLS is concerned, including all unpaid fees.

**9.9 Applicability of Rules to Subscribers.** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to the Compilation and the SCK MLS System are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the Participant or Subscriber has signed an agreement acknowledging that access to and use of the Compilation and SCK MLS System and Services are contingent on compliance with the Rules and Regulations. Further, failure of any Participant 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.

## **SECTION 10 CONFIDENTIALITY OF PROPRIETARY INFORMATION**

**10.1 Confidentiality of SCK MLS Information.** All information provided by SCK MLS to Participants and Subscribers shall be considered proprietary information of SCK MLS. Such information shall be considered confidential and shall be exclusively for the use of Participants, Subscribers, and all other authorized users.

**10.2 SCK MLS Not Responsible for Accuracy of Compilation.** The Compilation disseminated by SCK MLS is not verified nor authenticated. It is, generally, communicated verbatim, without change by SCK MLS, as filed with SCK MLS by its Participants and Subscribers. It is the responsibility of Participants to verify the accuracy of all input information, including information input by SCK MLS at the request of Participants and Subscribers and/or edited by SCK MLS as necessary to comply



with SCK MLS Rules and Regulations. SCK MLS does not verify the information provided by its Participants and Subscribers, SCK MLS disclaims any responsibility for the accuracy or authenticity of the Compilation or any other information contained in the SCK MLS System. Each Participant and Subscriber agrees to hold SCK MLS harmless against any liability arising from any inaccuracy or inadequacy of the Compilation herein.

#### **SECTION 11 OWNERSHIP OF SCK MLS COMPILATION, COPYRIGHTS, TRADEMARKS AND “MLS”**

**11.1 Listing Content Information.** By the act of submitting any property Listing Content to SCK MLS the Participants and Subscribers represent that they have been authorized to grant and also thereby do grant authority for SCK MLS to include the property Listing Content in its copyrighted SCK MLS Compilation and also in any statistical report on comparables. Listing Content is defined in Section 1.15 and 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.

**11.2 Photographs and Images.** By the act of submission of any virtual tours, videos, photographs and graphic representations to SCK MLS, Participants and Subscribers represent they have been authorized to grant and also thereby do grant a license to the SCKMLS to include said virtual tours, videos, photographs and graphic representations in its copyrighted SCK MLS Compilation and for such other uses as may be determined by SCK MLS. Listing Participant or Subscriber shall obtain written consent to include any virtual tours, photographs, videos, floor plans, graphic representations or other information pertaining to properties that Participant or Subscriber submits for inclusion in the SCK MLS System from the owner of such virtual tour, photograph, video, floor plan, graphic representation or other information, if owned by someone other than by the listing Participant or Subscriber. A copy of such consent or assignment of copyright shall be kept on file by the Participant and a copy provided to SCK MLS staff if requested.

**11.3 Copyright Vested.** All right, title, and interest in each copy of every SCK MLS Compilation created and copyrighted by SCK MLS and in the copyright therein, shall at all times remain vested in SCK MLS.

**11.4 Access.** Each Participant shall be entitled to lease from the SCK MLS a number of copies of (passwords to) the SCK MLS System sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such SCK MLS Compilation. The Participant shall pay for each such copy (password) the rental fee or access fee as set by SCK MLS. Participants shall acquire by such lease or access only the right to use the SCK MLS Compilation in accordance with these Rules and Regulations

#### **11.5 SCK MLS Copyright/Trademark.**

11.5.1 Neither Participants nor Subscribers shall use the copyrights or trademarks of SCK MLS nor they shall they use the SCK MLS logo, nor the words “SCK MLS”, “South Central Kansas MLS”, “Multiple Listing Service of South Central Kansas”, “Multiple Listing Service of Wichita”, “Wichita Multiple Listing Service” or “Wichita MLS” or any derivatives thereof in Participant or Subscriber names, domain names, web addresses or uniform resource locators (URLs) unless prior written approval of SCK MLS has been obtained.

11.5.2 Any public display of SCK MLS Compilation or portion thereof whether electronically or in print must be accompanied by a display of the SCK MLS logo

#### **SECTION 12 USE OF SCK MLS COPYRIGHTED COMPILATIONS**

**12.1 Distribution.** Participants shall at all times maintain control over and responsibility for the SCK MLS Compilation, whether through dial up, by way of Internet browser software, or off-line after being downloaded to a computer or server in the Participant’s office. Participant shall ensure that access to the SCK MLS Compilation is made available only to persons who are affiliated with such Participant as licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and/or any other User as authorized pursuant to these Rules. Use of information



developed or published or copyrighted by SCK MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses, including commercial exploitation, are strictly prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by, published by or copyrighted by SCK MLS where access to such information is prohibited by law.

**12.2 General Display.** Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the SCK MLS Compilation or portions thereof, 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 SCK MLS Compilation. Participants shall not, under any circumstances, allow prospective purchasers to have direct access to the SCK MLS System or Compilation, whether from Participant's office or from a website operated by or on behalf of Participant or the brokerage company with which Participant is affiliated.

12.2.1 Participant may not under any circumstances make available for search by or display the following kinds of information:

- (a) Expired, withdrawn, cancelled or sold listings;
- (b) Compensation offered to other SCK MLS Participants;
- (c) Type of listing agreement;
- (d) Sellers' or occupants' names, phone numbers or email addresses where available;
- (e) Private remarks
- (f) Possession
- (g) Proposed financing
- (h) The availability or lack thereof a Property Condition Report
- (i) Documents on File
- (j) Showing Instructions
- (k) Submission Info
- (l) Agent Type
- (m) Price Change information nor any information from which it may be determined
- (n) Days on Market information nor any information from which it may be determined

**12.3 IDX Display Authorization.** The IDX policy gives MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout this policy, "display" includes "delivery" of such listings. Associations of REALTORS® and their multiple listing services, must enable MLS participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Requests for IDX feeds/downloads must be acted on by the MLS within five (5) business days from receipt, barring extenuating circumstances related to an individual's qualification for MLS Participation, and review of the participant's and vendor's use of the IDX information consistent with the MLS rules, in which case an estimated time of approval or denial must be issued.

For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant, and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display, or caused the display to be developed, for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer receiving the participant's display will understand the display is the participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear, conspicuous, written or verbal identification of the name of the brokerage firm under which the participant operates. All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules.





Display of the IDX portions of the SCK MLS Compilation are subject to these Rules and Rules Applicable to Internet Data Exchange (IDX) as follows:

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

12.3.2 Participants' consent for display of their listings by other Participants pursuant to these Rules and Regulations is presumed unless a Participant affirmatively notifies SCK 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 SCK MLS Compilation 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.

12.3.3 Display of expired, withdrawn, cancelled, coming soon, and sold listings is prohibited.

12.3.4 Listings displayed pursuant to IDX shall contain only those fields of data designated by SCK MLS. Display of all other fields as determined by SCK MLS is prohibited. Confidential fields intended only for other SCK MLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

12.3.5 Participants must notify SCK MLS of their intention to display IDX information and give direct access to SCK MLS for the purposes of monitoring and ensuring compliance with applicable Rules and policies.

12.3.6 Participants may not use IDX-provided Listing Content for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX Listing Content by recognized search engines.

12.3.7 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing Participants to withhold their listing or the listings property address from all display on the Internet, including but not limited to, publicly accessible websites or VOWs.

12.3.8 Participants may select the IDX Listing Content they choose to display based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing Participants, type of listing (e.g., Exclusive Right to Sell Listing, or Exclusive Agency Listing), or the level of service provided by the listing Participant. Selection of IDX listings to be displayed must be independently made by each Participant.

12.3.9 Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every twelve (12) hours.

12.3.10 Except as provided in the IDX policy and elsewhere in these Rules, IDX site or a Participant or Subscriber operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the SCK MLS Compilation available to any person or entity.

12.3.11 Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For the purposes of 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.

12.3.12 Participants shall not modify or manipulate information relating to other Participants'. This is not a limitation on site design but refers to changes to actual listing information. MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly separated from the data supplied by the MLS and the source is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.



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

12.3.14 Any IDX display 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 a 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 Participant shall communicate to SCK 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 12.3.17 below, a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying customers that a particular feature has been disabled at the request of the seller.

12.3.15 All listings displayed pursuant to IDX shall identify the listing brokerage 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.

12.3.16 Listing Content displayed on IDX displays must not be modified or manipulated. SCK MLS Listing Content may be augmented with additional data not otherwise prohibited from display so long as the source of the other data is clearly identified. This requirement does not restrict the format of SCK MLS Listing Content display or display of fewer than all of the available listings or fewer authorized data fields.

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

12.3.18 Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

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

12.3.19 Participants shall indicate on their IDX displays that the information being provided is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

12.3.20 All displays of Listing Content shall include the following disclaimer:

"This information is not verified for authenticity or accuracy, is not guaranteed and may not reflect all real estate activity in the market. © 1993-2021 South Central Kansas MLS. All rights reserved."

12.3.21 Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own IDX displays subject to their Participant's consent and control, and the requirements of state law and/or



regulation. Listing Content will be provided only through framing the broker's site or with one of the SCK MLS authorized vendors.

12.3.22 The right to display other Participants' Listing Content pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in the same SCK MLS.

12.3.23 A Participant shall limit the number of individual listings a consumer may view, retrieve or download to not more than five-hundred (500) listings, or fifty percent (50%) of the listings in the MLS database, whichever is less, in response to any inquiry.

12.3.24 The type of listing agreement, e.g. exclusive right to sell, exclusive agency, etc., may not be displayed.

12.3.25 Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS.

12.3.26 Display of seller's(s') and/or occupant(s') name(s), phone number(s) and email address(es) is prohibited. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party.

12.3.27 Listing Content provided through IDX may only be retained for properties that are currently Active statuses (Active, Take Back Up, and Contingent) and Pending status. Listing Content for listings that cease to be Active or Pending statuses must be deleted from all databases and servers.

12.3.28 This policy acknowledges that certain required disclosures may not be possible in displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of 200 characters or less). Such displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures. Disclosures required under Kansas License Law however are not subject to section 12.3.28 and must be included in the original display.

## **12.4 Virtual Office Websites**

12.4.1 A Virtual Office Website ("VOW") is a Participant's Internet website or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by Kansas law) where the consumer has the opportunity to search SCK MLS Listing Content, subject to the Participant's oversight, supervision and accountability. A Subscriber, may, with their Participant's consent, operate a VOW. Any VOW of a Subscriber is subject to the Participant's oversight, supervision and accountability.

12.4.2 As used in this Section 12 of these Rules, the term "Participant" includes a Participant's affiliated Subscribers, except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision and accountability." References to "VOW" and "VOWS" include all VOWs, whether operated by a Participant or a Subscriber or an Affiliated VOW Partner ("AVP") on behalf of a Participant.

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



12.4.4 As used in Section 12 of these Rules, the term “SCK MLS Listing Content” and “SCK MLS Compilation” refers to active listing information, and such other information as authorized by the Board of Directors, provided by Participants to SCK MLS and aggregated and distributed by SCK MLS to Participants.

**12.5 Virtual Office Website Display.** Participants and Subscribers displaying the SCK MLS Compilation or portions of the SCK MLS Compilation on Virtual Office Website (s) (VOWs) are subject to these Rules and Rules Applicable to Virtual Office Websites (VOWs) as follows:

12.5.1. The right of a Participant’s VOW to display SCK MLS Listing Content is limited to that supplied by the Multiple Listing Services in which the Participant has participatory rights. A Participant with offices participating in different Multiple Listing Services may operate a master VOW website with links to the VOWs of the other offices.

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

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

12.5.4 Before permitting any consumer to search for or retrieve any SCK MLS Listing Content on the Participant’s VOW, the Participant must take each of the following steps:

12.5.4.1 The Participant must first establish with that consumer a lawful broker-consumer relationship as defined by the State of Kansas, including completion of all actions required by Kansas state law in connection with providing real estate brokerage services to 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.

12.5.4.2 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 below in section 12.5.7 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.

12.5.4.3 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 Participant’s option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

12.5.5 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 one hundred eighty (180) days after the expiration of the validity of the Registrant’s password.

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

12.5.7 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:

12.5.7.1 That the Registrant acknowledges entering into a lawful consumer-broker relationship with the



Participant;

12.5.7.2 That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

12.5.7.3 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;

12.5.7.4 That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

12.5.7.5 That the Registrant acknowledges SCK MLS's ownership of, and the validity of the SCK MLS's copyright in, the SCK MLS Compilation.

12.5.8. 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.

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

12.5.10 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 Subscriber, 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.

12.5.11 A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of SCK MLS Listing Content. 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 SCK MLS.

12.5.12. 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 SCK MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

Seller Opt-Out Form

1. Please check either Option a or Option b



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

OR

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

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

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

12.5.14. The Participant shall retain Seller Opt-Out Forms for at least one (1) year from the date they are signed, or one (1) year from the date the listing goes off the market, whichever is greater.

12.5.15 Subject to subsection 12.5.16, a Participant's VOW may allow third-parties to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

12.5.16 Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in subsection 12.5.15 as to any listing of the seller. The listing broker or agent shall communicate to SCK MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to subsection (12.5.17, 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."

12.5.17 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 SCK MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within FORTY-EIGHT (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

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

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

12.5.20 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.

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



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

12.5.23 A Participant may operate more than one VOW either individually or through an AVP. A Participant who operates their own VOW may contract with an AVP to have the AVP operate other VOWs on their behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant. Participants must have a broker-consumer relationship as defined by Kansas state law with each Registrant seeking to receive information from a Participant's VOW.

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

12.5.24.1 Coming Soon, Expired, Withdrawn, Cancelled, or Sold status listings.

12.5.24.2 The type of listing agreement, i.e. Exclusive Right to Sell or Exclusive Agency.

12.5.24.3 The seller's and occupant's name(s), phone number(s) or email address(es).

12.5.24.4 Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

12.5.24.5 Sold information.

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

12.5.26 A Participant shall cause to be placed on its VOW a notice indicating that the SCK MLS Listing Content displayed on the VOW is not guaranteed accurate and shall include the following disclaimer and copyright notice:

"This information is not verified for authenticity or accuracy, is not guaranteed and may not reflect all real estate activity in the market. © 2009-2021 South Central Kansas MLS. All rights reserved."

A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and or the SCK MLS from liability.

12.5.27 A Participant shall limit the number of individual listings that a Registrant may view, retrieve or download to not more than five-hundred (500) listings, or fifty percent (50%) of the listings in the MLS database, whichever is less, in response to any inquiry.

12.5.28 A Participant shall require that Registrants' passwords be reconfirmed or changed every one-hundred eighty (180) days.

12.5.29 A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on its 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) 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.

12.5.30 A Participant shall cause any listing displayed on its VOW that is obtained from other sources, including from another multiple listing service or from a broker not participating in SCK MLS, to identify the source of the listing.

12.5.31 A Participant shall cause any listing displayed on its VOW that is obtained from other sources, including from another multiple listing service or from a broker not participating in SCK MLS, be searched separately from Listing Content of SCK MLS.

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

12.5.33 Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to SCK MLS within one (1) business day of the request of SCK MLS.

**12.6 Reproduction.** Participants or their affiliated licensees shall not reproduce any SCK MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

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

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

12.6.5 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 SCK 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 SCK 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.





**12.7 Limitations on Use of SCK MLS Compilation.** Use of the SCK MLS Compilation developed, published and copyrighted by SCK MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and its Participant Agreement with SCK MLS. Unauthorized uses are prohibited. Commercial exploitation of any nature is specifically prohibited. Use of portions of the SCK MLS Compilation, the "statistical report" or any "sold" or "comparable" report from the SCK MLS Compilation for public mass media advertising by an SCK MLS Participant or in other public representations is not prohibited. However, any advertisement or other forms of public representation based in whole or in part on information supplied by the Association or SCK MLS must clearly demonstrate the period of time during which the information included in the representation was published and must include the following notice:

"Note: This information is based on information provided by the REALTORS® of South Central Kansas or South Central Kansas MLS for the period (date) through (date). Neither the REALTORS® of South Central Kansas, nor the South Central Kansas MLS guarantee or are in any way responsible for the accuracy of the data and the data that is provided may not reflect all real estate activity in the market."

**12.8 Advertising of Listing Filed with SCK MLS.** Any listing, other than a sold listing, shall not be advertised by any Participant or Subscriber other than the listing Participant, without the prior consent of the listing Participant. A Participant may advertise another Participant's listings on the Internet only with the prior written consent of the listing Participant or only after signing the Participation or Subscriber Agreement, a document separate from these Rules and Regulations, and only then in accordance with the provisions of that Agreement, the SCK MLS Compliance Guidelines and the Rules Applicable to Internet Data Exchange as set forth above in these Rules.

### **SECTION 13 SCK MLS OPERATED LOCK BOX SYSTEM**

SCK MLS currently operates an electronic lockbox system and maintain records of all Participants and Subscribers having access to the system. The operation of said lockbox system is a service to all Participants and Subscribers. The following are the Rules of lockbox operation and use:

**13.1 Minimum Security Lock Box System.** Every SCK MLS Participant and every Subscriber, who is legally eligible for SCK MLS access, shall be eligible to lease an entry device subject to their execution of a Usage Agreement with SCK MLS. SCK MLS may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of SCK MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk. SCK MLS may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of SCK MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

13.1.1 In the case of Subscribers, the Usage Agreement shall be co-signed by the SCK MLS Participant with whom it is affiliated. Usage Agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable Rules or Regulations or other governing provisions of the Association or SCK MLS that relate to the operation of the lock box system. The Usage Agreement shall also provide that entry devices may not be used under any circumstances by anyone other than the assigned user.

13.1.2 SCK MLS may, at its discretion, allow the lease of entry devices to affiliate members actively engaged in recognized fields of real estate practice or in related fields. In such instances, the Usage Agreement shall be signed by the user and by a principal, partner or corporate officer of the assigned user's firm.

13.1.3 An SCK MLS Participant may lease one (1) additional entry device to be issued on a temporary basis to other authorized users in the same office in the event their entry device becomes non-functional outside normal business hours or under circumstances where a replacement entry device is not reasonably available from the SCK MLS office. When an entry device is issued on a temporary basis, it shall be the responsibility of the SCK MLS Participant to advise the SCK MLS office in writing that the entry device has been issued, to whom, and the date and time of issuance within (48) forty-eight hours. It shall also be the



responsibility of the SCK MLS Participant to advise the SCK MLS office in writing within (48) forty-eight hours after possession of the previously issued entry device has been reassumed.

13.1.4 Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or any other document.

13.1.5 All lost, stolen, damaged or otherwise unaccountable entry devices must be reported immediately to SCK MLS. Upon receipt of notice SCK MLS shall take any steps deemed necessary to re-secure the system.

13.1.6 All authorized lock box users, whether Association members or SCK MLS Participants or Subscribers, shall agree, as a condition of the Usage Agreement, to be bound by these Rules and procedures governing the operation of the lock box system. Members who own lockboxes and/or lease entry devices have the option to change shackle codes and PIN numbers at a fee of one dollar (\$1.00) per box and/or entry device, to the user's number preference. This service will be performed at the first opportunity of the SCK MLS staff.

13.1.7 The charge for repairing jammed key containers is fifteen dollars (\$15.00). This charge covers the cost of a new key container as well as staff time needed to carry out the procedures for repairing a box.

13.1.8 The SCK MLS staff has the ability to cut a lockbox to remove it from a property if the shackle code does not work. The charge for removal and the replacement shackle is twenty dollars (\$20.00), plus mileage at forty-eight cents (\$.48) per mile round trip.

13.1.9 Effective three (3) days after closing, expiration, withdrawal, or cancellation date of the listing Agreement, and only upon notification in writing from the selling agent or homeowner, the SCK MLS staff will give the listing agent twenty four (24) hours to remove the box from a particular property. After twenty-four (24) hours, with written consent of the selling agent or homeowner, SCK MLS staff will remove the lockbox at SCKMLS staff's convenience and the lockbox owner's expense. The charge to remove the lockbox shall be twenty-five dollars (\$25.00) plus forty-eight cents (\$.48) per mile round trip.

13.1.10 Fraudulent requests for PIN/Shackle codes are subject to a fine of five hundred dollars (\$500.00), to ensure the integrity and security of the lockbox system, requests for. SCK MLS reserves the right to decline the release of requested code until identification can be proven.

13.2.11 SCK MLS does not warrant or retain any liability for keyboxes placed on homes. All liability for all lockbox issues are a matter between the property owner and Participant.

13.1.12 The lockbox system is being operated as a service to the Participants and their affiliated Subscribers and is not required to be used. It will remain available to all Participants and their affiliated Subscribers who are in good standing with SCK MLS.

**13.2 Annual Key Audit.** Associations, or MLSs, shall maintain current records as to all keys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or by receipt of a statement signed by the keyholder and the designated REALTOR<sup>®</sup>, broker of record, branch broker, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder.

13.3 Associations and MLSs may refuse to sell or lease lockbox keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances:



- (a) The Association, or MLS, determines that the conviction(s) relates to the real estate business, or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and
- (b) The Association, or MLS, gives the individual an opportunity to provide, and the Association, or MLS, must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:
- i) the individual's age at the time of the conviction(s)
  - ii) nature and seriousness of the crime
  - iii) extent and nature of past criminal activity
  - iv) time elapsed since criminal activity was engaged in
  - v) rehabilitative efforts undertaken by the applicant since the conviction(s)
  - vi) facts and circumstances surrounding the conviction(s) and
  - vii) evidence of current fitness to practice real estate (*Amended 5/17*)

Associations, and MLS's, should be sure to evaluate individuals uniformly, and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history.

Associations or MLS's may suspend the right of lockbox keyholders to use lockbox keys following their arrest and prior to a final determination on any such charge if, in the determination of the Association or MLS, the charge relates to a crime that relates to the real estate business, or puts clients, customers, other real estate professionals, or property at risk.

#### **SECTION 14 WAIVER OF MLS SUBSCRIBER FEES**

14.1 SCK MLS shall make available a no-cost waiver of MLS subscriber fees to any real estate licensee or licensed or certified Appraiser hereby referred to as the "Waiver Applicant." The Waiver Applicant and their Broker must submit a Waiver Application to the SCK MLS. The Waiver Applicant will be exempted from being included in the calculating of South Central Kansas MLS ("SCK MLS") MLS Participant fees so long as such Waiver Applicant(s) currently satisfies at the time of application and continues to satisfy ALL of the following requirements on a continuous basis:

1. Waiver Applicant is NOT a listing agent or co-listing agent for any active listing included in the MLS system.
2. Waiver Applicant does NOT possess, control, or use a lockbox key to enter, view, or show any property that is listed in the MLS system.
3. Waiver Applicant does NOT directly or indirectly access, or use in any manner whatsoever the listing information stored in the MLS unless Waiver Applicant exclusively acts as a licensed personal assistant to an agent who is not a Waiver Applicant, or exclusively acts as office staff employed by the brokerage. Such prohibited access and use includes, but is not limited to, access to or use of the MLS and the use of the other devices or services provided by the MLS or its affiliated or licensed vendors or suppliers, that permit access to and use of any listing information from the MLS. This includes, but is not limited to, listing information that is provided by SCKMLS for use in broker back office systems; and
4. Waiver Applicant does NOT use, directly or indirectly, in any manner whatsoever, information from the MLS to list properties for sale or lease, to identify or locate properties for any potential buyers or lessees, show, hold open houses or act as an on-site agent in a model home, and does not participate in listing activity requiring licensure for any properties listed in the SCKMLS system. This includes, but is not limited to, use of listing information from Internet Data Exchange ("IDX") sites, Virtual Office Websites ("VOW(s)"), and the Homesnap Pro app.



14.2 In the event that any Waiver Applicant who remains affiliated with said Participant becomes ineligible for a waiver of the subscriber fee, the Participant must notify the SCK MLS within ten (10) business days. In addition, the Participant will simultaneously with such notice to SCK MLS will either (i) sever the agent/appraiser from that firm or (ii) submit an SCK MLS Subscriber Agreement signed by the agent/appraiser and pay the then current pro-rated MLS fees for that agent/appraiser. Such affirmative notice to SCK MLS, and the subsequent completion of either (i) or (ii) above, shall not constitute a breach of this agreement, and shall therefore not incur the penalties for breaching the Waiver terms, except for the six (6) month waiting period to reapply.

14.3 If a Waiver Applicant transfers to another company, they must reapply for the waiver, or be included in that Participant's MLS Dues calculation. The six (6) month waiting period does not apply when transferring to another company.

14.4 Any violation of the conditions of this waiver will result in the automatic revocation of the waiver for the individual Waiver Applicant. The Participant will be billed for the MLS Subscriber fees for all Waiver Applicants who have had their waiver revoked, retroactive to the beginning of the current billing year, plus a \$300 non-compliance fee for each revoked waiver. Participant must pay these fees within ten (10) calendar days. Non-payment of the fees by the due date, as indicated in the notification from SCK MLS, will result in the MLS access for the Participant and all Subscribers associated with them being suspended until such time as all fees have been satisfied.

14.5 A waiver becomes effective immediately upon receipt and processing by SCK MLS of a properly completed application form provided the Waiver Applicant satisfies all requirements listed above. Approved waivers shall remain in effect until the applicant becomes an active subscriber, changes brokerages, or subsequently fails to satisfy any of the waiver requirements. Applicant and Participant will be notified by SCK MLS if this application is not approved.

#### **SECTION 15 PHOTOGRAPHS OR IMAGES**

**15.1 No People in Images.** Photographs, images, virtual tours, and videos of subject properties, both interior and exterior, submitted to SCK MLS, excluding all public access areas, will not include people. Staff will remove, at their discretion, any photo deemed in violation.

#### **15.2 Participant's or Subscribers' Photographs or Images of Listings.**

15.2.1 Participants and their affiliated Subscribers are required to submit at least 1 photograph or graphic representation for each:

- (a) All listings, excluding Coming Soon listings, land listings, and non-spec or custom built residential new construction listings, within 5 business days of listing input;
- (b) Sold status custom built residential new construction listings, within 5 business days of listing input, closing date, or issuance of the certificate of occupancy, whichever is later;

for dissemination through the SCK MLS Compilation except where sellers expressly direct that photographs or graphic representations of their property not appear in MLS compilations. In cases where the seller wishes to withhold listing photos from the MLS, the Participant must submit a fully signed and executed MLS Photographs or Graphic Representations – Opt Out form to the MLS office within 5 business days from listing input. At minimum, such required photograph or graphic representation must be the primary image on the listing and shall primarily consist of the front exterior of the property. Photographs or graphic representations must accurately depict listed property. Photographs or images may be disseminated through the SCK MLS Compilation only in relation to a listed property, and photographs or images disseminated through the SCK MLS Compilation shall be limited solely to photographs or images of the listed property, the structure(s) located thereon, views from the listed property, subdivision monuments or amenities available only to owners of the property.



15.2.2 It shall constitute a violation of SCK MLS Rules and Regulations for a Participant to submit photographs, images, virtual tours, videos or other information to SCK MLS that includes identifying information about the Participant or Subscriber.

15.2.3 Residential listings that include virtual staged photos shall have a banner across those photo/image(s) stating “Virtually Staged.” No part of the real property should be altered. Virtual personal property cannot cover any defect; such as a TV over a crack in the wall.

### **15.3 Picture Branding Rules.**

15.3.1 Virtual Tours, Livestream Open Houses, virtual showings, videos, photographs and graphic representations will not contain the following:

1. Hyper-Links
2. Self-promotion or company promotion
3. Contact information (including phone number, address, website address, agent photo, or logo)
4. Audio Promotion of agent or company
5. Signs advertising real estate, including development signs.
6. No agent/member company copyright notice may be displayed. Only the SCK MLS copyright notice “©2021 South Central Kansas MLS. All Rights Reserved” may be displayed.

15.3.2 All URLs must not contain any agent or real estate brokerage branding and it must link directly to the virtual tour. For Example: [www.abcrealty.com/vt/mls123456/index.htm](http://www.abcrealty.com/vt/mls123456/index.htm) is not allowed. Use IP address in place of domain name as follows <http://192.168.12.16/vt/mls123456/index.htm>

**15.4 Livestream URLs.** URLs input into the Open House module in the MLS must point to a live streaming video, not to a recorded video, Virtual Tour, or other web page. A Livestream open house is a real-time interactive digital open house at a scheduled time where an agent can communicate with potential buyers via a live video service. SCK MLS Staff will remove, at their discretion, any URL deemed in violation.

## **SECTION 16 LICENSES AND INDEMNIFICATIONS**

**16.1** Participants submitting Listing Content warrants that the Participant has been authorized to grant a license to the SCK MLS for Listing Content, and by submitting the Listing Content, Participant conveys a perpetual, irrevocable, non-exclusive license to use the Listing Content for any and all purposes deemed appropriate by SCK MLS in its sole discretion, including, but not limited to publications and dissemination of the Listing Content in the SCK MLS Compilation or display it on any Internet web site to which SCK MLS provides Listing Content. Participant agrees to indemnify, defend and hold the SCK MLS and its other Participants and Subscribers harmless from any and all damages or losses, including attorney's fees and litigation costs or expenses arising from claims made against SCK MLS and its other Participants and Subscribers by a third party based upon SCK MLS's and its other Participants and Subscribers dissemination or display of the Listing Content submitted by the Participant.

## **SECTION 17 TRAINING**

**17.1** Each Participant and their affiliated Subscribers will have the opportunity to attend, on a regular basis, classes that SCK MLS offers on the training of the SCK MLS System, programs and services. Participants and Subscribers may be required, at the discretion of SCK MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by SCK MLS to familiarize Participants and Subscribers with system changes or enhancements and/or changes to SCK MLS Rules or policies. Participants and Subscribers must be given the opportunity to complete any mandated additional training remotely.



**17.2** Training classes will be offered at no cost to SCK MLS Participants and their affiliated Subscribers provided they have registered with SCK MLS for said training classes. In the event a reservation is made and the registrant does not attend without canceling their reservation one (1) business day in advance of the class, a no-show fee will be invoiced to the Participant or Subscriber.

**17.3** All new Participants and Subscribers of the South Central Kansas MLS are required to attend a Rules and Regulations training class within 60 days of joining the service. If a Participant fails to attend the training within the required period will result in the suspension of all MLS services for the entire firm, until such time as the requirement has been met. If a Subscriber fails to attend within the required period, only that subscriber's MLS services will be suspended until the requirement has been met.

### **SECTION 18 AMENDMENTS TO THE RULES AND REGULATIONS**

**18.1** The SCK MLS Board of Directors may amend these Rules, subject to final approval by the Board of Directors of the sole shareholder, except where such Rules' changes are mandated by the National Association of REALTORS® to maintain Errors and Omissions coverage under the Insurance policy provided to Multiple Listing Services associated with the National Association of REALTORS®.

**18.2** After amendment, SCK MLS will by newsletter and such other means as the SCK MLS Board of Directors deem appropriate, notify the Participants and Subscribers of such amendments and such notification will constitute implementation and effectiveness of such amendment to the Rules.

### **SECTION 19 COMING SOON LISTINGS**

**19.1** Coming Soon listings of the property types required in Section 2.1.2 must be input into the MLS system within one (1) business day after commencement of Public Marketing. Coming Soon listings must be entered with a status of "Coming Soon." 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.

**19.2** The Participant must have a valid signed listing agreement with a future start date of not more than eight (8) calendar days in the future in order to input a Coming Soon listing into the MLS. Once the start date of the listing agreement has been reached, the listing must be changed to Active status within one (1) calendar day.

**19.3** The Participant and the seller must execute the South Central Kansas Coming Soon Waiver form prior to entering a Coming Soon listing into the MLS. The Participant must also upload the signed form into the documents section of the listing within 1 business day after listing input.

**19.4** A Coming Soon yard sign or rider must be removed from the property within 1 business day after the Coming Soon listing is changed to Active.

**19.5** A main exterior photo of the Coming Soon listing must be input into the MLS within 1 business day after the listing is input.

**19.6** The MLS system will automatically change the status from Coming Soon to Active on the date specified in the On Market Date field. Once a Coming Soon listing status has changed to Active, it cannot be reverted back to the Coming Soon status. The property must be off the market for more than 30 days before it can be relisted as a Coming Soon listing even if it is listed with another agent or brokerage.



**19.7** Showings are not allowed on listings while in the Coming Soon status. When a Coming Soon listing is entered, the Participant must set a showing block on the listing in ShowingTime from the input date through the day before the date the listing will become Active, if the listing is in ShowingTime.

19.7.1 If a Coming Soon listing is shown, previewed, or an open house is held during the Coming Soon period by anyone, including the seller, the Participant must change the status to Active within 1 calendar day.

**SECTION 20 BULLETIN BOARD**

The following rules apply to all post made to the Paragon Bulletin Board feature. Any post that is deemed to violate the following rules will be removed by SCK MLS staff.

20.1 Posts cannot advertise real estate that is not listed as an Active status, for sale, auction or for rent listing, in the SCKMLS MLS system.

20.2 Posts cannot advertise Coming Soon listings.

20.3 Posts cannot contain comments about other real estate licensees, brokerages, appraisers, lenders, inspectors, or Association/MLS staff.

20.4 Any post that advertises real estate must include the brokerage name with which the poster's real estate license is affiliated.

20.5 Posts must not contain any language that violates HUD's Fair Housing Act or contain profanity.

20.6 Posts may contain ads for appliances or furniture for sale that are being offered by those agents or their clients or customers.

20.7 Each firm's broker and office branch brokers (security levels 5 & 6) have the authority and the ability to edit and/or remove posts for their corresponding firm/office at their sole discretion.

20.8 SCK MLS Staff has the authority to edit and/or remove any post at their sold discretion.