

Regional MLS Rules

www.gprmlsdocs.com/GPRMLSLLCRules

New or Modified - Great Plains Inc. MLS Users

New Rules (GPRMLS Inc. Users):

- 1. Agent Reports Available Only To Participants And Subscribers:** Any and all reports generated by or available from the MLS Database which are designated as any type of "Agent" report shall not be provided or made available to any person or party other than a Participant or Subscriber. 2/19 **(Page 8)**
- 2. Unauthorized Use of Password:** No person shall permit the private access password assigned to them to be used by any person other than an individual who currently has a private access password to the MLS issued to them. 2/19 **(Page 10)**
- 3. Special Issuance of Password:** Office personnel and personal assistants who have been approved by the Participant of an office may be issued a private access password to the Database upon the Participant registering such individual with the MLS. Registration shall include the Participant, office personnel, personal assistant and sales person(s) with whom the personal assistant is associated, as the case may be, signing an application. Access to the MLS shall be used by office personnel and personal assistants who have been issued a private access password pursuant to the terms of this paragraph shall be limited to activities that do not require a Nebraska real estate license. Additionally, access to, or use of the information contained in the MLS shall be subject to these Rules and Regulations. 2/19 **(Page 10)**
- 4. Use of Lock Keys:** Use of lock keys shall be in accordance with the Lock Box Security Requirement policies set forth in the handbook on Multiple Listing Policy of the National Association of REALTORS®, as they now exist or as they may be amended or modified in the future. In addition to use of lock keys by REALTOR® members, Affiliate members engaged in real estate related fields such as heating, plumbing, electrical and air conditioning inspection and maintenance, building maintenance and 11 repair, surveying and mapping, property inspection, pest control, and such other fields as may from time to time be authorized by MLS, may be granted authorization to accept custody and responsibility for lock key use in connection with providing services directly related to their field. No affiliate shall use a lock key to access a property without first having made arrangements in accordance with section 2. Office personnel and personal assistants who do not hold real estate licenses may obtain a key for use in connection with their real estate office activities for purposes that do not require the individual to hold a Nebraska real estate license, upon receiving prior approval from the broker of the office where they are affiliated. No individual key holder shall permit their key to be used by any other person. 2/19 **(Page 10 & 11)**
- 5. Removal of Lockbox:** Whenever the status of a Listing in the MLS is no longer active or pending, the listing agent shall promptly remove any lock box from the property. Failure to remove a lock box within 5 days after the Listing is no longer active or pending without the seller/landlord's consent shall constitute a violation of the MLS Rules and Regulations. 2/19 **(Page 11)**
- 6. Section 9.5 Obligation to Abide by Fair Housing Laws:** Participants are responsible to determine that all data entered into the MLS complies with all fair housing laws. Each Participant agrees to hold MLS harmless from and

pay the cost of defense of any claim arising from any information the Participant places in the MLS which results in a charge or finding that such information is in violation of such laws. 2/19 **(Page 21)**

- 7. Section 11.4 Use by MLS:** The MLS shall have the right to use, copy, distribute, and display in the private MLS website, the listings provided by Participant in the MLS, to create derivative works based upon the listings in the MLS, and to license any entity to undertake any of the foregoing pursuant to terms agreed upon by the MLS 23 Board of Directors.

In consideration of the creation of such joint works, MLS agrees it will not use, or allow others who are not MLS Subscribers or authorized users to use, copy, distribute, or display the listing provided by Participant, without the consent of Participant. 2/19 **(Page 22 & 23)**

- 8. Section 15 Orientation:** Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than 8 classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within 30 days after access has been provided. (NAR Section 17 Amended 11/04) 2/19

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than 4 classroom hours in any 12 month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (NAR Section 17 Amended 11/17) 2/19 **(Page 25)**

- 9. Section 17.24** Participants and the AVPs operating VOWs on their behalf must execute the data use agreement required by the MLS. (NAR 19.24) 2/19 **(Page 35)**

Modified Rules (GPRMLS Inc. Users):

- 10. Section 1.16 Time Periods:** All time periods referred to herein concerning filing and/or reporting shall begin on the date of listing or date of action. Saturdays, Sundays and Federal Holidays as identified on <https://tinyurl.com/FedHolSch> are excluded from the calculation of said time periods unless otherwise stated. 2/19 (Page 5)
- 11. Duplicate Listings:** All duplicate Listings must be cross-referenced in the 'Agent Remarks' field by MLS number, i.e. "Duplicate Listing #123456." Only one Listing may be placed on pending (or sold) status, with the other duplicate Listing being withdrawn at the time the Listing goes under contract. 2/19 (Page 6)
- 12. Contract-Pending Listings:**
- i. Pursuant to Rule 2.5, when a seller accepts an offer to purchase, the property's Active status must be changed to Pending within 2 days, unless specified in subsections 2. through 4. below.
 - ii. If a seller instructs that the listing maintain its active status in an effort to attract backup offers, then the words "Contract Pending" shall be added as the first words in Public Remarks by the end of the next day of the earlier contract acceptance, and the listing may maintain Active status.
 - iii. If the seller has accepted an offer to purchase which includes a provision that the contract may be terminated by the seller unilaterally and immediately by acceptance of a subsequent offer, the listing may maintain Active status without the words "Contract Pending."
 - iv. When a seller accepts an offer to purchase which is contingent upon the sale or closing of another property owned by buyer, and the seller must give the first buyer the opportunity to remove the home sale contingency prior to the acceptance of a subsequent offer, the words "Contract Pending" in Public Remarks may be replaced with the words "Subject to Existing Home Sale Contingency" as the first words in Agent Remarks, and the listing may maintain its Active status. 2/19 (Page 7)
- 13. Model Home NOT for Sale:** A model may not be entered in MLS if it is not being offered for sale unless it is entered with the status 'Active-Model Home Not for Sale'. In such cases, the first line of public remarks must say "Model Home Not for Sale" and the word "model" must be placed across the photographs in the MLS. Model homes not for sale will only have the available statuses of Active-Model Home Not for Sale, Cancelled, and Expired. 2/19 (Page 8)
- 14. Simulated Photos:** The word "simulated" must be placed across the photographs input in the MLS where the listing does not feature the actual photograph. 2/19 (Page 9)
- 15. Use of Photos:** If a listing agent places photographs in the MLS, those photographs may not be used by another listing agent who subsequently lists the property without the permission of the original listing agent. 2/19 (Page 9)
- 16. Agent Remarks Section:** All remarks in the 'Agent Remarks' field shall be directly related to the sale of the listed property and shall not refer to the business models or policy decisions of the listing company or other Participants. 2/19 (Page 9)
- 17. Associated Documents:** Associated Documents in Paragon can only be associated and contain information about the listing and may not include anything that promotes an agent or company. 9/18

- i. The Seller Property Condition Disclosure and Lead Based Paint Disclosure (if applicable) are required to be input in the Paragon MLS Associated Documents within 2 days of the listing being live in the MLS.
- ii. If any of the green fields are checked, the applicable certification must be input in the Paragon MLS Associated Documents. **(Page 11)**

18. Section 5.0.2 Offering Selling/Leasing Bonuses: A selling/leasing bonus, when offered on properties entered in the MLS, shall contain the specific amount of the bonus, specific terms, conditions, time limitations and other appropriate details of the bonus offer, and shall be entered in the MLS. All selling/leasing bonuses shall be payable by the listing broker to the cooperating broker. 2/19 **(Page 16)**

19. Section 5.4 Compensation Payout: Compensation of cooperating broker, if any is due, shall be paid to the cooperating broker by the listing broker the later of when due or 5 days after the listing broker receives the compensation from which the cooperating compensation is due unless otherwise disclosed in Agent Remarks. 2/19 **(Page 16)**

20. Section 6 MLS Fees: MLS fees will be assessed for the operation of the MLS system, to defray its costs. All User Fees and Administrative Fees referred to in these rules, will be determined by the MLS Board of Directors and may be adjusted from time-to-time.

A. Administrative Fees may be charged to new Users at the time of their initial application or reinstatement, or as referenced in these rules.

B. Monthly User Fees will be charged for each Participant, plus a monthly User fee for each person affiliated as a real estate licensee or registered, licensed or certified appraiser with such Participant, unless exempted under this section hereafter. All accounts will continue to accrue charges until such time the User is no longer affiliated with an active MLS Participant.

C. Payment of Fees will be as follows (see Addendum A):

1. By electronically deducting monthly fees on or after the first business day of each month for the current month's service from an account designated by each User.

2. If the electronic transaction fails due to the fault of the Subscriber (such as for non-sufficient funds or a closed account), an administrative fee (for non-payment) will be charged against the User, who will then be notified and required to pay the total of all charges before the last business day of the current month to maintain access to MLS services.

3. The accounts of Users with unpaid balances that remain affiliated with an active MLS Participant, on the last business day of the current month will be suspended from access to MLS service.

4. On the first day of the second month, suspended accounts of a User with an unpaid balance, that remains affiliated with an active MLS Participant, will be charged a monthly fee (for month-two), plus an additional administrative fee (for non-payment). A courtesy-notice will be issued to the Subscriber and the Participant regarding the status of the delinquent account and the options available.

5. On the first day of the third month, suspended accounts of a User with an unpaid balance, that remains affiliated with an active MLS Participant will be charged a monthly fee (for month-three), plus an additional administrative fee (for non-payment). A final-notice will be issued to the Subscriber 18 and

the Participant instructing the Participant to return the Subscriber's license to the real estate commission or pay the total of all charges, before the last business day of month-three.

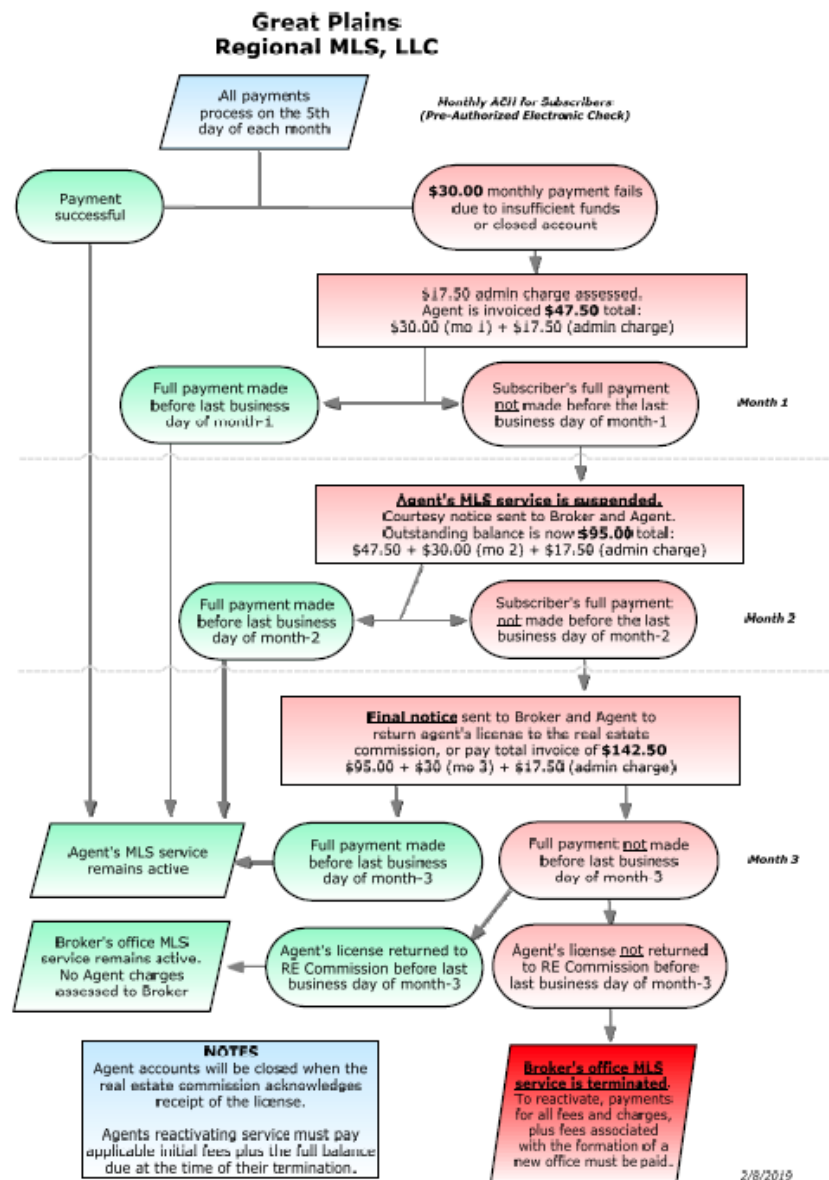
6. On the last business day of the third month, if the Participant of the suspended account fails to pay the total of all charges on the suspended account, or return the license of the suspended User, the Participant and all affiliated Subscribers will be subject to termination of MLS Service. Terminated Users will be required to pay all applicable fees associated with the setup of a new MLS service to reestablish service, plus the full balance due at the time of termination.

7. A Participant will not be liable for the charges assessed to a Subscriber, provided the Subscriber's real estate license was returned timely to the real estate commission. (NAR 6) 2/19 (Page 17 & 18)

Exhibit A (Page 35)

Exhibit A

Billing Procedure Flow Chart



21. Section 6.1 Exemption Rule: The Participant of the MLS may be exempt from payment of the MLS monthly charge for any individual employed by or affiliated as an independent contractor with the Participant, who does not actually have access to or use of the MLS in any way, at any time. The MLS Board of Directors reserve the sole and exclusive right to approve all requests and guidelines for exemptions. Such exemption shall be effective for the fiscal year in which the exemption is granted, and shall be reaffirmed annually. The exemption for any individual shall automatically be revoked upon the individual's access or use of the MLS in any manner. If the exemption is revoked, dues shall be assessed for the entire fiscal year in which revocation took place. 2/19

MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated. (NAR 6 Amended 5/18, 8/18) 2/19

Falsification of the MLS Waiver Form (exemption form), or failure to notify the Directors of any change of status of an approved exemption, shall subject the individual and Participant to such penalty as the Board of Directors may determine. 2/19 (Page 18)

22. Section 8 Meetings of MLS Board of Directors: A quorum for a meeting of the Board of Directors shall be satisfied in any meeting where more than 50 percent of the total votes entitled to be cast are held by Directors in attendance at such meeting. The Board of Directors shall take all actions under this Agreement by a majority vote of the votes entitled to be cast by Directors present at a meeting at which a quorum exists except that two-thirds vote is required to expend funds in excess of one million dollars in a single obligation or an obligation extending beyond (3) years. (GPRMLS LLC Operating Agreement Section 3.01(c)) 2/19 (Page 19)

23. Section 9.2 Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred by the board of directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. (NAR 9.2 Amended 11/88) 2/19 (Page 20)

24. Section 11.3 Copyright Symbol: All copies of the MLS compilation, reproduced or distributed, shall bear the copyright symbol, ©, the current year, and attribute ownership of the copyright to "Great Plains Regional MLS LLC". 2/19 (Page 22)

25. Section 13 Limitations on Use of MLS Information: Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker). However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice: (NAR Section 13 Amended 11/97) 2/19 (Page 24)

Based on information from the Great Plains Regional MLS LLC for the period (date) through (date).

26. Section 16.3.5: Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.* (NAR 18.3.8 Amended 05/17) 2/19 **(Page 27 & 28)**