



# **GULF COAST COMMERCIAL MULTIPLE LISTING SERVICE RULES AND REGULATIONS**

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# Rules and Regulations for the Gulf Coast Commercial Multiple Listing Service

## Defining a Commercial Multiple Listing Service

A Commercial Multiple Listing Service (CMLS) is:

- A facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public.
- A means of enhancing cooperation among Participants
- A means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers.
- A means by which Participants engaging in real estate appraisal contribute to common databases.

What is an CMLS Participant:

A CMLS Participant (Broker) is defined as an individual principal or qualifying broker of a brokerage/firm as identified by the state regulatory agency. It shall not be construed to include individuals other than a principal or principals who are REALTOR members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to CMLS membership or participation unless they hold a current, valid real estate broker's license and cooperate or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other Participants for showing to prospective purchasers and tenants when it is in the best interest of their clients. Use of information developed by or published by an CMLS is strictly limited to activities authorized under a Participant's licensure(s) or certification(s) and unauthorized users are prohibited. **[M]**

What is an CMLS Subscriber:

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**[M]** – Mandatory Rule set by the National Association of REALTORS (NAR)

A CMLS Subscriber is defined as an individual salesperson who holds a current and valid real estate license, is registered with the CMLS' state(s), and is employed/contracted to practice under the current and valid real estate license of an CMLS Participant. **[M]**

## **Membership in the Gulf Coast Commercial Multiple Listing Service (GCCMLS):**

Any REALTOR® (principal) of this or any other Board is eligible to participate in the GCCMLS upon agreeing in writing to conform to these GCCMLS Rules and Regulations, to pay the Service fees and charges specified in Section 6 of these rules and to supply the GCCMLS staff with an approved application form from the members primary Association. However, no individual or firm, regardless of Board membership status, is eligible for GCCMLS membership or participant status unless they hold a current, valid real estate broker's license and cooperate, or are certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. Use of information developed by or published by the GCCMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by the GCCMLS where access to such information is prohibited by law. Brokers and salespeople other than principals are not "members" or "participants" of the GCCMLS but have access to and use of the Service through the GCCMLS Participant with whom they are affiliated. (Amended)

Mere possession of a broker's license is not sufficient to qualify for GCCMLS participation. Rather, the requirement that an individual or firm cooperates means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the CMLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients, and to cooperate. "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 CMLS 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 CMLS 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 a CMLS to deny participation based on the level of service provided by the participant or potential participant

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as long as the level of service satisfies state law.

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

Responsibility for Conformance with Rules and Regulations:

The GCCMLS Participant is responsible to the Service for compliance with the rules and regulations by all of the firm’s licensees (including licensed or certified appraisers) who have access to and use of the Service.

Access to Current Listing Information:

Only Participants and their affiliated licensees (including licensed or certified appraisers) may have access to and use of the current listing information generated by the GCCMLS.

## **Section 1: Listing Procedures**

Listings of real or personal property of the following types, which are listed subject to a real estate broker’s license, and are located within the territorial jurisdiction of the Commercial Multiple Listing Service (see Appendix A), and are taken by Participants on listing forms shall be entered into the Commercial Multiple Listing Service within 5 business days after all necessary signatures of seller(s) or lessor(s) have been obtained: (Amended 11/17)

- (a) office
- (b) retail-commercial
- (c) shopping center
- (d) Multi-Family
- (e) Hospitality

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(f) Special Purpose

(g) Industrial

(h) vacant land

(i) farm/ranch

(j) business opportunity

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

(a) may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants

(b) assure that no listing form filed with the CMLS establishes, directly or indirectly, any contractual relationship between the Service and the client (buyer or seller, lessee or lessor)

*NOTE 2:* The CMLS shall not establish or maintain any rule or policy prohibiting inclusion of exclusive agency listings that would be otherwise acceptable for inclusion in the compilation of current listing information. **[M]**

The Service shall accept exclusive right to sell or lease 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 the Commercial Multiple Listing Service acting as subagents, buyer agents, or both. (Amended 11/96)

The listing agreement must be in writing and must include the seller's written authorization to submit the agreement to the Commercial Multiple Listing Service. (Amended 11/96)

The different types of listing agreements include:

(a) exclusive right to sell or lease

(b) exclusive agency

(c) open

(d) net

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The Service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted, except where required by law, because the inherent nature of an open listing Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their client(s).

The exclusive right to sell or lease listing is the form of listing where the seller or lessor exclusive authorization to the listing broker to cooperate with other brokers in the sale or lease of the property. (Amended)

The exclusive agency listing also authorizes the listing broker as exclusive agent, to cooperate with other brokers in the sale of the property, but also reserves to the seller the general right to sell or lease the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell or lease listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell or lease 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 or lease 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 or lease listings with prospect reservations. (Amended)

*NOTE 3:* The CMLS does not regulate the type of listings its Members may take. This does not mean that a CMLS must accept every type of listing. The CMLS cannot 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 must leave its Members free to accept such listings to be handled outside the Service.

*NOTE 4:* A CMLS may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the CMLS compilation of current listings. (Adopted 11/92) **[M]**

## **Section 1.1: Listings Subject to Rules and Regulations of the Service**

Any listing taken on a contract to be filed with the GCCMLS is subject to the rules and regulations of the Service upon signature of the seller(s) or lessor(s).

## **Section 1.2: Detail on Listings Filed with the Service**

A listing agreement or property data form, when entered into the GCCMLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **[M]**

### **Section 1.2.0: Accuracy of Listing Data**

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (Adopted 11/20) **[M]**

### **Section 1.2.1: Limited-Service Listings**

Listing agreements under which the listing broker will not provide one, or more, of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) advise the seller(s) as to the merits of offers to purchase;
- (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property will be disclosed in the agent notes section in CMLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. (Adopted 05/01)

### **Section 1.2.2: CMLS Entry-only Listings**

Listing agreements under which the listing broker will not provide any of the following services:

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

### **Section 1.2.3: Photos and Media**

Once a listing is entered into the GCCMLS, the listing agent is responsible for uploading at least one (1) photo accurately depicting the property within ten (10) business days of the date the listing was entered into the system. The photo may be in the form of a plat map, floor plan or site elevation.

Photos and/or media (virtual tour, URL or other types of media) must not have marketing or promotional messages made on behalf of the listing broker or seller. This includes but it is not limited to: listing agent/broker name, phone number, website or email address. Photos and/or media should not infringe or violate any copyrights, trade secrets or other intellectual or proprietary right of any third party.

If the seller expressly directs that photographs of their property not appear in the GCCMLS then the listing agent must obtain those instructions in writing and they must be signed by the seller. A copy of those instructions must be forwarded to the GCCMLS department within ten (10) business days from the date entered into the system.



### **Section 1.3: Exempt Listings**

If the seller or lessor refuses to permit the listing to be disseminated through the Service, the Participant may then take the listing (“office exclusive”) and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller or lessor that he does not desire the listing to be disseminated by the Service. A copy of the seller’s written certification that s/he does not wish to have the listing disseminated through the CMLS must be provided to the service within 48 hours (excluding weekends or holidays) of taking an exempt listing.

*NOTE:* Section 1.3 is not required if the Service does not require all (exclusive right to sell or lease and exclusive agency) listings to be submitted by a Participant to the Service. **[M]**

### **Section 1.4: Change of Status of Listing**

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller or lessor and shall be filed with the Service within one (1) business day after the authorized change is received by the listing broker.

### **Section 1.5: Withdrawal of Listing Prior to Expiration**

Listings of property may be withdrawn from the CMLS by the listing broker before the expiration date of the listing agreement, provided the listing broker acquires and maintains written authorization from the seller.

Sellers do not have the unilateral right to require a CMLS to withdraw a listing without the listing broker’s concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller. (Adopted 11/96) **[M]**

Listing agent shall not remove or change address, parcel ID, property description, approximate square footage, or any other detailed information that existed while in an active status. Listing agent is allowed to delete multiple photos however; one (1) photo must remain on the listing that accurately depicts the property.

If the seller expressly directs that photographs of their property not appear in the CMLS then the listing agent must obtain those instructions in writing and they must be signed by the seller. A copy of those instructions must be forwarded to the GCCMLS within ten (10)

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business days from the date entered into the system.

## **Section 1.6: Contingencies Applicable to Listings**

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants as a status change on the listing within one (1) business day of the effective date (signed by all parties and conveyed in writing).

## **Section 1.7: Listing Price Specified**

The full gross listing price stated in the listing contract will be included in the information published in the CMLS compilation of current listings, unless the property is subject to auction. (Amended 11/92) **[M]**

## **Section 1.8: Listing Multiple Unit Properties**

All properties which are to be sold, leased, or exchanged or which may be marketed separately, must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, leased, or exchanged, the rules related to notifying the Service shall be observed.

## **Section 1.9: No Control of Commission Rates or Fees Charged by Participants**

The GCCMLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants. **[M]**

## **Section 1.10: Expiration of Listings**

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

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Any extension must be executed by all appropriate parties prior to the expiration of the current listing.

Any renewal received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and entered into the GCCMLS within twenty-four (24) hours of execution. (Amended 11/01) **[M]**

### **Section 1.11: Termination Date on Listings**

Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller or lessor. **[M]**

### **Section 1.12: Service Area**

Only listings of the designated types of property located within the service area of the CMLS are required to be submitted to the Service. Listings of property located outside the CMLS's service area will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. (Amended 11/17)

### **Section 1.13: Listings of Suspended Participants**

When a Participant of the Service is suspended from the CMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, CMLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Service by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, leased, exchanged, withdrawn, or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board (except where CMLS participation without Board Membership is permitted by law) or CMLS (or both) for failure to pay appropriate dues, fees, or charges, the Service is not obligated to provide CMLS services, including continued inclusion of the suspended Participant's listings in the CMLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the Service, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients. **[M]**

## **Section 1.14: Listings of Expelled Participants**

When a Participant of the Service is expelled from the CMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, CMLS bylaws, CMLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Service shall, at the expelled Participant's option, be retained in the Service until sold, leased, exchanged, withdrawn, or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board (except where CMLS participation without Board Membership is permitted by law) or CMLS (or both) for failure to pay appropriate dues, fees, or charges, the Service is not obligated to provide CMLS services, including continued inclusion of the expelled Participant's listings in the CMLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the Service, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients. **[M]**

## **Section 1.15: Listings of Resigned Participants**

When a Participant resigns from the Service, the CMLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the CMLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Service, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

## **Section 2: Selling Procedures**

Showings and Negotiations: Appointments for showings and negotiations with the seller or lessor for the purchase, lease, or exchange of listed property filed with the CMLS shall be conducted through the listing broker, except under the following circumstances:

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

## **Section 2.1: Presentation of Offers**

The listing broker, upon receipt of an offer from a cooperating broker, must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92) **[M]**

## **Section 2.2: Submission of Written Offers and Counteroffers**

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

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

## **Section 2.3: Right of Cooperating Broker in Presentation of Offer**

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92) **[M]**

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Adopted 11/18) **[M]**

## **Section 2.4: Right of Listing Broker in Presentation of Counter-Offer**

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any

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discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93) **[M]**

## **Section 2.5: Reporting Sales to the Service**

Status changes, including final closing of sales, shall be reported to the commercial multiple listing service by the listing broker within 5 business days after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within twenty-four (24) hours after occurrence and the listing broker shall report them to the CMLS within twenty-four (24) hours after receiving notice from the cooperating broker. (Amended 11/11)

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

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

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

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

The CMLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the CMLS available other than as provided for in the provision, a listing participant may request the sale price information for a specific Gulf Coast Commercial Multiple Listing Service

property to be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11) **[M]**

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

## **Section 2.6: Reporting Resolutions of Contingencies**

The listing broker shall report to the CMLS within twenty-four (24) hours that a contingency on file with the Service has been fulfilled or renewed, or the agreement cancelled. **[M]**

## **Section 2.7: Advertising of Listing Filed with the Service**

A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker. **[M]**

## **Section 2.8: Reporting Cancellation of Pending Sale**

The listing broker shall report immediately to the Service the cancellation of any pending sale, lease, or exchange and the listing shall be reinstated within 24 hours. **[M]**

## **Section 2.9: Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/05)

## **Section 3: Refusal to Sell**

Refusal to Sell, Lease, or Exchange: If the seller or lessor of any listed property filed with the Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

## **Section 4: Prohibitions**

Information for Participants Only: Any listing filed with the Service shall not be made available to any broker or firm not a Member of the GCCMLS without the prior consent of the listing broker. **[M]**

### **Section 4.1: “For Sale” Signs**

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

### **Section 4.2: “Sold” Signs**

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

### **Section 4.3: Solicitation of Listing Filed with the Service**

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

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

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

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

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

#### **Section 4.4: Use of the Terms CMLS and Commercial Multiple Listing Service**

No CMLS Participant, Subscriber or Licensee Affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is a CMLS, or that they operate a CMLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to CMLS databases, or that consumers or others are able to search CMLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under CMLS rules to provide to clients or customers is available on their websites or otherwise. (Adopted 11/07)

#### **Section 4.5: No Filtering of Listings**

CMLS Participants and Subscribers must not filter out or restrict CMLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. **[M]**

#### **Section 5: No Commissions and Compensation in the CMLS Listing**

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the CMLS. **[M]**

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

*NOTE 1:* The GCCMLS must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the GCCMLS shall not publish the total negotiated commission on a listing which has been submitted to the Service by a Participant. The GCCMLS must prohibit disclosing in any way the total

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commission negotiated between the seller or lessor and the listing broker, or total broker compensation (i.e. combine compensation to both listing broker and buyer broker). **[M]**

*NOTE 2:* The GCCMLS shall make no rule on the division of commissions between Participants and nonparticipants. This should remain solely the responsibility of the listing broker. **[M]**

*NOTE 3:* Commercial multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Commercial multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. **[M]**

## **Section 5.0.0 – Required Consumer Disclosure of Compensation**

CMLS Participants and Subscribers must:

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

## **Section 5.0.1 – Written Buyer Agreement**

Unless inconsistent with state or federal law or regulation, NAR has stated that the requirement for Written Buyer Agreements do not apply to commercial transactions or leases.

## **Section 5.0.2: Disclosing Potential Short Sales**

Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other participants and subscribers. (Amended 5/09)

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## **Section 5.1: Participant as Principal**

If a Participant or any licensee (or licensed or certified appraisers) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the CMLS, that person shall disclose that interest when the listing is filed with the Service and such information shall be disseminated to all Participants. [M]

## **Section 5.2: Participant as Purchaser**

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

## **Section 6: Service Fees and Charges**

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

### **A. Initial Participation Fee:**

**Option 1:** A Participant (Broker) that is not a member of the Pensacola Association of REALTORS®, Emerald Coast Association of REALTORS®, Navarre Area Board of REALTORS®, Central Panhandle Association of REALTORS®, Baldwin County Association of REALTORS® or Mobile Area Association of REALTORS® for participation in the Service shall pay an application fee of \$150.00 with such fee to accompany the application.

**Option 2:** A Participant (Broker) that is a member of Pensacola Association of REALTORS®, Emerald Coast Association of REALTORS®, Navarre Area Board of REALTORS®, Central Panhandle Association of REALTORS®, Baldwin County Association of REALTORS® or Mobile Area Association of REALTORS® the application fee is waived.

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## B. Recurring Participation Fee:

**Option 1:** The recurring participation fee of each Participant shall be an amount equal to \$80.00 times each salesperson and licensed or certified appraiser that has full membership access to the GCCMLS, whether licensed as a broker, sales licensee, or licensed or certified appraiser, who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on or before the last working business day of the month.

**Option 2:** The recurring participation fee of each Participant shall be an amount equal to \$65.00 times each salesperson and licensed or certified appraiser that has full membership access to the GCCMLS and also holds Association membership with the Pensacola Association of REALTORS®, Emerald Coast Association of REALTORS®, Navarre Area Board of REALTORS®, Central Panhandle Association of REALTORS®, Baldwin County Association of REALTORS® or Mobile Area Association of REALTORS® whether licensed as a broker, sales licensee, or licensed or certified appraiser, who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on or before the last working business day of the month.

However, CMLSs must provide participants the option of a no-cost waiver of CMLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different CMLS or CIE where the principal broker participates. (non-user waiver) CMLSs may, at their discretion, require that broker participants sign a certificate of nonuse of its CMLS services by their licensees, which can include penalties and termination of the waiver if violated.\* (Amended 5/18 and 8/18 [Leadership Team]) **[M]**

*NOTE 1:* A CMLS may elect to have such fees payable on a quarterly or even on a monthly basis. However, added administrative services are necessitated by the increased frequency of such payments.

*NOTE 2:* CMLSs that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of Exchange information as “subscribers” may, at their discretion, amend Sections 6(b) and 6(d) as necessary to include such individuals in the computation of CMLS fees and charges. (Amended 11/17)

C. Recurring Office Fee: A Participant (Broker) who does not hold Association membership with the Pensacola Association of REALTORS®, Emerald Coast Association of REALTORS®, Navarre Area Board of REALTORS®, Central Panhandle Association of REALTORS®, Baldwin County Association of REALTORS® or Mobile Area Association of REALTORS®, for participation in the Service shall pay an office fee of \$30.00 per month.

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Payment of such fees shall be made on or before the last working business day of the month.

## **Section 7: Compliance with Rules and Authority to Impose Discipline**

By becoming and remaining a participant or subscriber in the GCCMLS, each Participant and Subscriber agrees to be subject to the rules and regulations and any other GCCMLS governance provision. All Participants and Subscribers are required to maintain a valid email address recorded in the CMLS system. It is the responsibility of the Participant and Subscriber to ensure that they are able to receive email messages from the CMLS or any third-party vendor representing the CMLS. Electronic communication to this email address and/or through the electronic memo system of the CMLS shall be considered official notice as used in these rules and regulations. The GCCMLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other GCCMLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at GCCMLS orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000.00.
- e. suspension of GCCMLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of GCCMLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Adopted 11/07)

*NOTE 1:* A Participant (or User/Subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or User/Subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the GCCMLS rules during the probationary period may, at the discretion of the GCCMLS Governing Committee, result in the imposition of the suspended discipline. Absent any subsequent Gulf Coast Commercial Multiple Listing Service

findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 5/14) **[M]**

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

## **Section 7.1: Compliance with Rules**

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

(a) for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the Service shall be suspended until service charges or fees are paid in full.

(b) for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

## **Section 7.2: Applicability of Rules to Users and/or Subscribers**

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

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with the Participant. (Adopted 4/92)

*NOTE:* Adoption of Section 7.2 is optional, and it should be adopted by Commercial Multiple Listing Services desiring to establish authority to impose discipline on non-principal users or subscribers affiliated with CMLS Members or Participants. (Adopted 4/92)

### **Section 7.3: Assistants**

Assistants are individuals under the direct supervision of a CMLS participant or subscriber that perform only administrative and clerical tasks that do not require a real estate license or an appraiser's certificate or license. Assistants may request a CMLS login through their employing Participant or Subscriber. The Participant shall be responsible for the conduct of the Assistant.

Assistants shall be linked in the system to at least one Participant. They may also be linked to a particular Subscriber. Each participant and subscriber shall notify the CMLS of all Assistants employed by or affiliated as independent contractors with the participant or subscriber and shall immediately notify the CMLS of any changes, additions, or deletions from the list. Assistants shall also be subject to the following requirements:

- Assistants must not hold an active real estate license.
- Assistants must only login to the CMLS with their unique username and password.
- Assistants shall sign a written agreement to abide by the rules and regulations of the CMLS.
- Assistants are not allowed to give unauthorized dissemination of system access.

In order to protect the integrity of the GCCMLS content, the CMLS reserves the right to refuse Assistant-level access to requesting parties if the CMLS determines they will not be using such access for its intended administrative or clerical purposes.

#### **Section 7.3.1: Assistant/CMLS Release of Liability**

By completing the CMLS Assistant request form provided in the GCCMLS, the Broker/Agent acknowledges that the assistant named may/or may not already be employed by another Brokerage, Broker or Agent and that the responsibility of confirming this information falls solely on the Broker/Agent of the hiring Brokerage.

## **Section 8: Meetings of the Gulf Coast CMLS Governing Committee**

The GCCMLS is governed by the Gulf Coast CMLS Governing Committee which is made up of two Pro-Level members from each of the partnering associations. This committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

### **Section 8.1: Conduct of the Meetings**

The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.

### **Section 8.2: Meetings of the Gulf Coast CMLS Participants**

The Committee may call meetings of the Participants in the Service to be known as meetings of the GCCMLS.

## **Section 9: Enforcement of Rules or Disputes and Consideration of Alleged Violations**

The Gulf Coast CMLS Governing Committee shall give consideration to all written complaints having to do with violations of the rules and regulations. (Amended 2/98)

When requested by a complainant, the CMLS 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 CMLS will appoint a representative to serve as the complainant. (Amended 11/20) **[M]**

### **Section 9.1: Violations of Rules and Regulations**

If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged unethical conduct or a request for arbitration, it may be administratively considered and determined by the Gulf Coast CMLS Governing Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board in accordance with the bylaws and rules and regulations of the GCCMLS within twenty (20) calendar days following receipt of the

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Committee's decision. (Amended 11/96)

If, rather than conducting an administrative review, the Gulf Coast CMLS Governing Committee has a procedure established to conduct hearings, the decision of the Gulf Coast CMLS Governing Committee may be appealed to the Board of Directors of the Pensacola Association of REALTORS® within twenty (20) calendar days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Board's Grievance Committee for processing in accordance with the professional standards procedures of the Pensacola Association of REALTORS®. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Pensacola Association of REALTORS®. (Amended 2/98) **[M]**

### **Section 9.1.1 - Alleged Violations:**

Alleged violations of the GCCMLS Rules and Regulations must be made in writing and may be initiated by:

- (a) GCCMLS Participants.
- (b) Licensed and unlicensed administrative and clerical staff affiliated with the GCCMLS Participant.
- (c) PAR/ECAR/NABOR/CPAR/BCAR/MAAR/GCCMLS staff or of boards/associations of REALTORS®
- (d) Members of the public.

A GCCMLS violation report should be submitted in writing by letter, fax or email when inaccurate or incomplete information is discovered in the GCCMLS database. These violation reports may be sent anonymously to the GCCMLS staff at [info@gulfcoastcmls.com](mailto:info@gulfcoastcmls.com).

The GCCMLS Staff will check the database to confirm the violation. If a violation occurs it will fall into one of the following categories:

- (a) Non-Commission/Compensation Violations
- (b) Minor Violations;
- (c) Failure to correct a listing within two (2) business days of a Listing Complaint Notification;
- (d) Prohibited Activities;

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- (e) Major Violations;
- (f) Unauthorized dissemination of system access password;
- (g) Continued failure to correct a listing after a Listing Complaint notification.
- (h) Failure to pay a fine.

### **SECTION 9.1.2: Failure to Adhere to NAR/GCCMLS No Cooperative Compensation on the CMLS Listing Policy**

If a Participant or Subscriber enters an offer of cooperative compensation or commission in any field or remark section in the GCCMLS, uploads documents or pictures with compensation or commission information, or shares a website, link, QR Code, or any other form of media to display, discover, or direct other REALTORS, Real Estate professionals, or the public to compensation or commission information, the following penalties will apply:

#### Procedures:

- The listing in question is placed on an immediate Administrative Hold, removing it from public access and the GCCMLS search features.
- Participant, or Subscriber if authorized, must pay the assessed fine (noted below) within seven (7) calendar days via phone, by mail, or in person during normal office hours.
- If the fine is not paid within seven (7) calendar days, a \$200.00 fee is applied along with an Official Notice of Termination of CMLS Services in ten (10) calendar days being sent out to the Participant if the fine is not paid.
- Once the fine has been paid, GCCMLS Staff will correct and release the listing from its Hold Status and place it in its original status only during normal business hours.

#### Fines:

- 1<sup>st</sup> Violation – Participant (Broker) is fined \$500.00, Listing Agent is placed on a six (6) month **probationary** period.
- 2<sup>nd</sup> Violation – Participant is fined \$2,000.00 and Listing Agent is **suspended** from the MLS for ninety (90) days.
- 2<sup>nd</sup> Violation (under probationary period) – Participant is fined \$3,000.00 and the Listing Agent is **suspended** from the MLS for ninety (90) days.
- 3<sup>rd</sup> Violation (and any thereafter) – Participant is fined \$5,000.00 and Listing Agent is **suspended** from the MLS for six (6) months.

**NOTE:** The procedures in this rule **supersede** the time frame set under **Section 9.8** of the GCCMLS Rules and Regulations. In addition, this rule, although adhering to Section 9.10 of the GCCMLS Rules and Regulations, does amend and **reduce** the twenty (20) calendar day payment requirement to **seven (7) calendar** days.

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## **Section 9.2: Minor Violations**

When one of the violations listed below is alleged, the GCCMLS staff will send a Listing Complaint Notification (by e-mail, fax and/or mail) to the attention of the Participant and the listing agent. The Participant must correct all errors within two (2) business days.

### **Section 9.2.1: Correctable violations include**

- (a) Failure to report the correct sale price and terms on a closed listing.
- (b) Failure to report the correct Selling Office and Selling Agent on a closed listing.
- (c) Failure to correctly report all required fields on a listing.
- (d) Entering status changes relating to amendments to the Participants listing agreement with a seller without the seller's written consent.
- (e) Failure to provide the Service with any documentation requested by the Service within two (2) business days of request.
- (f) Failure to report a correct listing expiration date.
- (g) Failure to list properties, which are sold, or which may be sold separately individually in the listing agreement and on the Property Data Form.
- (h) Failure to upload at least one photo accurately depicting the property on every listing within ten 10 business days.
- (i) Failure to properly define "Property Overview" solely as the physical attributes of the property excluding such language as:
  - 1) "Call..." any name, 'listing agent', or phone number (Agents can and should disclose direct interest in a property)
  - 2) Website addresses or email addresses
  - 3) HTML coding or Java Script on the listing
  - 4) HTML coding or Java Script on the photos
  - 5) Website address on the photos
  - 6) Seller Concessions/Special Offers

- 7) Any other violations that may interfere with the IDX (Internet Data Exchange) policies as set forth by the GCCMLS and NAR.
- (j) Failure to properly notify the Service when part of a listed property was sold.
- (k) Failure to submit a request to withhold property from the CMLS on a listing where the seller refuses to permit the dissemination of the listing by the service.
- (l) Failure to correct or replace detailed information that was removed from a listing once the listing went to a withdrawn, expired or sold status.
- (m) Failure to notify the CMLS Administrator of an Assistant leaving the Participant's or Subscriber's employment.
- (n) Failure to notify the CMLS Administrator of a Subscriber leaving the Participant's employment.

### **Section 9.3: Failure to Correct a Listing - Minor Violation**

If a CMLS Listing Complaint Notification has been sent to the Participant, the correction must be made within two (2) business days of the notification. If the listing is not corrected within the two (2) business days, the Participant shall be sent a CMLS Listing Complaint & Fine Notification. The minimum fine for failure to correct a listing with a Minor Violation is \$100.00. If the listing agent has not corrected the violation in the CMLS within the allotted two (2) business days, the listing will be placed in a hold status and the listing agent must contact the GCCMLS to correct the violation in order for the listing to be taken out of a hold status. An additional \$100.00 fine will be assessed every two (2) business days until the violation has been corrected.

### **Section 9.4: Prohibited Activities**

A first violation of any of the following rules will result in a CMLS Listing Complaint Notification, which gives the Participant two (2) business days to make the appropriate correction.

- (a) Sharing a listing filed with the Service with any broker or firm not a Participant of the Service without the prior consent of the listing broker.
- (b) When a Participant other than the listing broker places a For Sale sign on a property.
- (c) When a Participant other than the listing broker places a Sold sign on a property prior to closing without the listing broker's authorization.

(d) A Participant submits media (photograph, virtual tour, URL, or other media type) of a listing property depicting marketing or promotional messages made on behalf of the listing broker or seller.

(e) A Participant solicits a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

## **Section 9.5: Failure to Correct a Prohibited Activity**

If a CMLS Listing Complaint Notification has been sent to the Participant, the correction must be made within two (2) business days of the notification. If the listing is not corrected within the two (2) business days, the Participant shall be sent a CMLS Listing Complaint & Fine Notification. The minimum fine for Failure to correct a Prohibited Activity is \$200.00. There will be a \$100.00 additional fee added to the fine for each instance a member violates the same Prohibited Activity within a calendar year.

## **Section 9.6: Major Violations**

Major violations carry automatic fines. When a complaint alleges one of the violations listed below, the GCCMLS staff will confirm a violation in fact. If there is no violation the matter is closed with GCCMLS staff contacting the person who filed, the original complaint when that person has requested notification of the alleged violation outcome. When the Participant has violated the GCCMLS Rules and Regulations, a CMLS Listing Complaint & Fine Notification will be sent to the attention of the Participant and the listing(s) in question will be placed on HOLD by the GCCMLS staff. The minimum fine for these violations is \$300.00. Major violations include failure to:

- (a) failure to completely input a new listing required to be entered into the system,
- (b) failure to report contract pending/contingencies as a status or the deletion of contingency flags when a listing is transferred to a contract contingent/contract pending status within the required period of time,
- (c) failure to report closed (sold) listings within the required period of time,
- (d) failure to input a price change within the required period of time,
- (e) failure to disclose his/her Participation when a Participant acts as seller or purchaser.
- (f) failure to make arrangements, as the listing broker to present an offer to a seller as soon as possible or give the cooperating broker a satisfactory reason for not doing so.

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- (g) failure to submit a written offer, as the selling broker to the seller prior to closing where appropriate.
- (h) failure to include a cooperating broker when an offer is made to the seller or lessor except where the seller or lessor prohibits this in writing. The listing broker must provide a copy of the seller's or lessor's written instructions to the cooperating broker on request.
- (i) failure to include the listing broker when a counteroffer is made to the purchaser or lessee except where the purchaser or lessee prohibits this in writing. The cooperating broker must provide a copy of the purchaser's or lessee's written instructions to the listing broker on request.
- (j) A Participant other than the listing broker advertises a listing without the listing broker's consent.
- (k) A Participant or Subscriber transfers to a new brokerage without notifying the GCCMLS and rebrands themselves with the new brokerage information while remaining in the former brokerage.

## **Section 9.7: Failure to Correct a Major Violation**

If a Gulf Coast CMLS Listing Complaint Notification & Fine Notification has been sent to the Participant, the correction must be made within two (2) business days of the notification. If the Major Violation is not corrected within the two (2) business days, the Participant shall be sent a second CMLS Listing Complaint & Fine Notification. The minimum fine for failure to correct a Major Violation is \$300.00. If the listing agent has not corrected the violation in the CMLS within the allotted two (2) business days, the listing will be placed in a hold status and the listing agent must contact the GCCMLS to correct the violation in order for the listing to be taken out of a hold status. An additional \$100.00 fine will be assessed every two (2) business days until the violation has been corrected.

## **Section 9.8: Failure to Pay Fines**

Failure to pay any Gulf Coast CMLS Listing Complaint & Fine Notification fine within twenty (20) **calendar** days incurs an additional minimum fine of \$200.00. Every thirty (30) **calendar** days thereafter, another \$200.00 fine may be levied if the fines are not paid. Failure to pay accumulated fines of \$500.00 or more may result in the termination of the GCCMLS services. The Participant shall be sent a Notification of Intent to Terminate CMLS Services. If the fines have not been paid within ten (10) **calendar** days of the Notification of Intent to Terminate CMLS Services, the Participant's services shall be terminated. When CMLS

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services of a Participant are terminated for non-payment of fine(s) the service will be reinstated when the fine(s) have been paid and the Participant fulfills all obligations imposed by the GCCMLS.

## **Section 9.9: Unauthorized Dissemination of System Access**

There shall be a fine of \$5,000.00 for EACH INSTANCE of unauthorized dissemination of the GCCMLS system access. This applies to the individual user who is in violation of this rule.

This includes distribution of issued system password, granting access to the system once logged in, distribution of any reports specifically indicated for agents' use only, or unauthorized framing of the Private CMLS website. This includes disclosure of the following confidential fields of data/content:

- a. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- b. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- c. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

## **Section 9.10: Hearing Request**

Any Participant or Subscriber, wishing to dispute the fine imposed on that Participant or Subscriber, may file a CMLS Compliance Hearing Request Form with The Gulf Coast CMLS by email, fax, and/or mail to the attention of the Administrator of the GCCMLS along with a refundable \$200 filing fee. Although the fine is being challenged, it is still the responsibility of the Participant or Subscriber to pay the assessed fine within twenty (20) **calendar** days of the first monetary fine date to avoid additional fines/fees. The request for a Hearing must:

- Include Proof of correction where applicable.
- The Hearing Request form must state the specific grounds for the hearing and include all facts and/or reasons for the request. The grounds for a hearing are one or more of the following:
  - Factual dispute regarding the alleged violation(s) such as a misapplication of the CMLS rule(s) cited.
  - Contention that there has been a violation of procedural due process.
  - NOTE: Failure to receive any notice is NOT grounds for a hearing. (See Section 7 regarding notice obligations of Participants/Subscribers.

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- Include copies of any relevant documents.
- Documents must be received within twenty (20) **calendar** days after the initial monetary CMLS Listing Complaint & Fine Notification and include the \$200 refundable filing fee.
- If the request is filed after twenty (20) **calendar** days, the fine stands and no hearing or appeal of the violation will be heard.
- All Hearings are to be conducted by a panel of 3 Gulf Coast CMLS Governing committee members.
- All Hearings and procedures shall be conducted in accordance with the Code of Ethics and Arbitration Manual for the National Association of REALTORS and such Rules as promulgated hereunder.
- In the event the hearing panel determines that no violation(s) occurred, the \$200 filing fee will be returned, along with any fines paid.
- In the event the hearing panel determines that there has been a procedural due process violation, the hearing panel may refund the \$200 filing fee and either return the matter to CMLS staff for correction or dismiss the citation and refund any fines paid.
- In the event the hearing panel determines that the violation(s) occurred, the \$200 filing fee will be retained as a cost for administration of the hearing and will not apply toward the payment of any fines. The fine specified, OR SUCH INCREASED FINE AS IS IMPOSED BY THE HEARING PANEL AS CITED IN SECTION 7(D), will be payable in full by the date noticed in the decision, and the violator may be required to comply with ADDITIONAL DISCIPLINE AND SANCTIONS AS MAY BE IMPOSED BY THE HEARING PANEL in accordance with Section 7 of the GCCMLS Rules and Regulations, and the NAR Code of Ethics and Arbitration Manual.
- If the Participant or Subscriber wishes to appeal the CMLS Hearing Panel's decision, they may appeal to the **Pensacola Association of REALTORS Board of Directors** within fifteen (15) **calendar** days of the ruling by notifying the Administrator of the GCCMLS via email and must pay a non-refundable \$150 filing fee.

## **Section 9.11: Records**

The GCCMLS staff will retain records of all complaints and their disposition and tapes from CMLS Compliance Hearings until the deadline to appeal decision to the Board of Directors has passed. (Fifteen (15) **calendar** days from the date of decision notification).

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## **Section 9.12: Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be referred by the Committee to the Professional Standards Administrator of the Pensacola Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Board's Bylaws. (Amended 11/88) **[M]**

## **Section 10: Confidentiality of CMLS Information**

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

### **Section 10.1: CMLS Not Responsible for Accuracy of Information**

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

## **Section 11: Ownership of the Gulf Coast CMLS Compilation\* and Copyright**

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



*\*The term “CMLS compilation,” as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including, but not limited to, bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.*

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

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

One “safe harbor” limits the liability of an OSP that hosts a system, network or website on which internet users may post user-generated content. If an OSP complies with the provision of this DMCA “safe harbor”, it cannot be liable for copyright infringement if a user posts infringing material on its website. The protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000.00 per work. For this reason, it is highly recommended that CMLSs Participants and Subscribers comply with the DMCA “safe harbor” provisions discussed herein.

To qualify for this “safe harbor,” the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the CMLS, Participant, Subscriber or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
4. Have no actual knowledge of any complained of infringing activity.

5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA “safe harbor” criteria will mitigate an OSP’s copyright infringement liability. For more information see 17 U.S.C. §512. (Adopted 11/15)

### **Section 11.1: Ownership of CMLS Compilations and Copyrights**

All right, title, and interest in each copy of every GCCMLS compilation created and copyrighted by the GCCMLS and in the copyrights therein, shall at all times remain vested in the GCCMLS.

### **Section 11.2: Display**

Each Participant shall be entitled to lease from the GCCMLS a number of copies of each CMLS compilation sufficient to provide the Participant and licensees affiliated with the Participant (including licensed or certified appraisers) engaged in the commercial activity with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Board.\*\*

Participants shall acquire by such lease only the right to use the CMLS compilation in accordance with these Rules. **[M]**

*\*\*This Section should not be construed to require the Participant to lease a copy of the CMLS compilation for any licensee (including licensed or certified appraisers) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, leasing, or appraising the types of properties which are required to be filed with the CMLS and who does not, at any time, have access to or use of the CMLS information or CMLS facility of the Board. Further, the CMLS Participant may not purchase or lease more copies of the compilation of current listing information than the number of licensees affiliated with his firm who are engaged in the commercial/industrial activity.*

## **Section 12: Use of Copyrighted CMLS Compilation & Distribution**

Participants shall, at all times, maintain control over and responsibility for each copy of any CMLS compilation leased to them by the GCCMLS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the CMLS. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended 4/92)

### **Section 12.1: Display**

Participants and those persons affiliated as licensees with such Participants shall be permitted to display the GCCMLS compilation to prospective purchasers and lessees only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers or lessees for the properties described in said CMLS Compilation. **[M]**

### **Section 12.2: Reproduction**

Participants or their affiliated licensees shall not reproduce any GCCMLS compilation or any portion thereof, except in the following limited circumstances.

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on a particular property for clients and customers. Any CMLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. CMLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. CMLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the CMLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14)

### **Section 13: Use of Gulf Coast CMLS Information & Limitations on Use of Gulf Coast CMLS Information**

Use of information from the GCCMLS compilation of current listing information, from the GCCMLS' statistical report, or from any sold or comparable report of the GCCMLS for public mass-media advertising by a Participant or in other public representations, may not be prohibited.

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 GCCMLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from the GCCMLS for the period (date) through (date). (Amended 11/93)

### **Section 13.1: Limitations on Display of Gulf Coast CMLS Information**

A Participant shall cause any listing that retrieved from the GCCMLS compilation to identify the name of the listing firm in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

### **Section 13.2: Restrictions on Change of Data/Content**

A Participant shall not change the content of any GCCMLS listing information from the content as it is provided in the CMLS. The Participant may, however, augment GCCMLS listing information with additional information not otherwise prohibited by these rules or by other applicable GCCMLS rules or policies as long as the source of such other information is clearly identified.

### **Section 14: Changes in Rules and Regulations**

Amendments to the rules and regulations of the Service shall be by a majority vote of the Members of the Gulf Coast CMLS Governing Committee.

### **Section 15: Arbitration of Disputes**

By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with CMLS Participants in different firms arising out of their relationships as CMLS Participants, subject to the following qualifications. (Amended 11/97)

- (a) If all disputants are members of the same Association of REALTORS® or have their principal place of business within the same Board's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/Association of REALTORS®.
- (b) If the disputants are members of different Boards of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different Boards of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the (State Association) of REALTORS®.

## **Section 15.1: Interboard Arbitration Procedures**

Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of REALTORS®. (Amended 11/98)

## **Section 16: Standards of Conduct for CMLS Participants**

The GCCMLS has adopted the following guidelines to ensure the professionalism of its participants.

### **Section 16.1:**

GCCMLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other GCCMLS Participants have with clients. (Amended 1/04)

### **Section 16.2:**

Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

### **Section 16.4:**

GCCMLS Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the GCCMLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the GCCMLS Participant may contact the owner to secure such information and may discuss the terms upon which the GCCMLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

### **Section 16.5:**

GCCMLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an GCCMLS  
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Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the GCCMLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the CMLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. (Amended 1/98)

### **Section 16.6:**

GCCMLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 11/01)

### **Section 16.7:**

The fact that an agreement has been entered into with a GCCMLS Participant shall not preclude or inhibit any other GCCMLS Participant from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98)

### **Section 16.8:**

The fact that a prospect has retained a GCCMLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other CMLS Participants from seeking such prospect's future business. (Amended 1/04)

### **Section 16.9:**

GCCMLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)

### **Section 16.10:**

When GCCMLS Participants are contacted by the client of another GCCMLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and GCCMLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, Gulf Coast Commercial Multiple Listing Service



may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. (Amended 1/98)

### **Section 16.12:**

GCCMLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another GCCMLS Participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed “general” for purposes of this rule. (Amended 1/04)

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another GCCMLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another GCCMLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, “for sale” or “for rent” signs, or other sources of information intended to foster cooperation with GCCMLS Participants. (Amended 1/04)

### **Section 16.13:**

GCCMLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (Amended 1/04)

### **Section 16.14:**

GCCMLS Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord’s representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord’s representative or



broker not later than execution of a purchase agreement or lease. (Amended 1/04)

### **Section 16.15:**

On unlisted property, GCCMLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 1/04)

### **Section 16.16:**

GCCMLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 1/04)

### **Section 16.17:**

GCCMLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a CMLS or any other offer of cooperation may not be used to target clients of other CMLS Participants to whom such offers to provide services may be made. (Amended 1/04)

### **Section 16.19:**

All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (Amended 1/04)

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, GCCMLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. GCCMLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to

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exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (Adopted 1/03, Amended 1/04)

### **Section 16.20:**

Participants, Users, and Subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Adopted 1/10)

### **Section 16.22:**

GCCMLS Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices. (Amended 01/12)

### **Section 16.23:**

GCCMLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 11/07)

### **Section 16.24:**

GCCMLS participants shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and participants may not:

- (a) engage in deceptive or unauthorized framing of real estate brokerage websites;
- (b) manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
- (c) deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

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- (d) present content developed by others without either attribution or without permission;  
or
- (e) otherwise mislead consumers, including use of misleading images. (Amended 01/18)

### **Section 16.25:**

The services which GCCMLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

GCCMLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (Adopted 11/09)

### **Section 17: Orientation**

Any applicant for GCCMLS Participation and any licensee affiliated with a GCCMLS Participant who has access to and use of Gulf Coast GCCMLS-generated information shall complete an orientation program of no more than four (4) classroom hours devoted to the GCCMLS rules and regulations and computer training related to MLS information entry and retrieval. (Amended 11/96) **[M]**

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

## **Section 18: Internet Data Exchange (IDX)**

IDX affords CMLS Participants the option of authorizing display of their listings on other Participants' Internet Websites. (Amended 11/09) **[M]**

### **Section 18.1: Authorization**

Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the CMLS 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 or frame the aggregated CMLS data of other Participants. Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display or other electronic forms of display or distribution. (Amended 5/17) **[M]**

### **Section 18.2: Participation**

Participation in IDX is available to all CMLS Participants engaged in real estate brokerage who consent to display of their listings by other Participants. (Amended 11/09) **[M]**

#### **Section 18.2.1:**

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

#### **Section 18.2.2:**

CMLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12) **[M]**

#### **Section 18.2.3:**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property

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address from all display on the internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms if display or distribution. (Amended 5/17) **[M]**

#### **Section 18.2.4:**

Participants may select the listings they choose to display IDX 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, offices, multi-family), type of listing (e.g., exclusive right-to-sell, or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each participant. (Amended 11/21) **[M]**

#### **Section 18.2.5:**

Participants must refresh all CMLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours. (Amended 11/14) **[M]**

#### **Section 18.2.6:**

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating and IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the CMLS database available to any person or entity. (Amended 5/12) **[M]**

#### **Section 18.2.7:**

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and the CMLS rules. (Amended 5/12)

#### **Section 18.2.8:**

Any IDX display controlled by a participant or subscriber that

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

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

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the CMLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Except for the foregoing and subject to Section 18.2.9, a participant's IDX site may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 5/12) **[M]**

### **Section 18.2.9:**

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the CMLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12) **[M]**

### **Section 18.2.10:**

An CMLS Participant (or where permitted locally, an CMLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other CMLS IDX feeds, provided all such displays are consistent with the IDX rules and the CMLS Participant (or CMLS Subscriber) holds participatory rights in those CMLSs. As used in this policy, "co-mingling" means that the 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 CMLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14) **[M]**

### **Section 18.2.11:**

Participants shall not modify or manipulate information relating to other participants' listings. CMLS participants may augment their IDX display of the CMLS data with applicable property information from other sources to appear on the same webpage or display, clearly

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separated by the data supplied by the CMLS. The source(s) of the information must be clearly identified in the immediate proximity of such data. This requirement does not restrict the format of CMLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 05/15) **[M]**

### **Section 18.2.12:**

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. (Amended 11/21) **[M]**

### **Section 18.3:**

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

#### **Section 18.3.1:**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the CMLS. Display of all other fields (as determined by the CMLS) is prohibited. Confidential fields intended only for other CMLS participants and users (e.g., showing instructions, property security information, etc.) may not be displayed. (Amended 11/21)

##### **Section 18.3.1.1:**

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 5/12)

##### **Section 18.3.2:**

All listings displayed pursuant to IDX shall identify the listing agent.

##### **Section 18.3.3:**

All listings displayed pursuant to IDX shall show the CMLS as the source of the information. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked

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directly to a display that includes all required disclosures. For audio delivery of the listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 5/17)

#### **Section 18.3.4:**

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 CMLS. The CMLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the CMLS from liability. (Amended 5/17)

#### **Section 18.3.5:**

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

#### **Section 18.3.6:**

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

#### **Section 18.3.7:**

Listings obtained through IDX feeds from REALTOR® Association CMLSs where the CMLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other CMLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. (Amended 5/17)

*NOTE:* An CMLS Participant (or where permitted locally, an CMLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other CMLS IDX feeds, provided all such displays are consistent with the IDX rules, and the

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CMLS Participant (or CMLS Subscriber) holds participatory rights in those CMLSs. 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 CMLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

### **Section 18.3.8:**

Display of expired, withdrawn, and sold listings\* is prohibited. (Amended 05/21)

### **Section 18.3.9:**

Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited.

### **Section 18.4:**

Service fees and charges for participation in IDX may be established annually by the Gulf Coast Governing Committee if it is not already a contracted service provided by the CMLS platform provider.

## **Section 19: Virtual Office Websites (VOWs)**

Although VOWs are optional for commercial CMLSs, the Gulf Coast CMLS has adopted the following guidelines for VOWs:

### **Section 19.1: VOW Defined**

A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search CMLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability.

As used in Section 19.1(a) of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the

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phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.

“Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the CMLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use CMLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to CMLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.

As used in Section 19 of these rules, the term “CMLS listing information” refers to active listing information and sold data provided by participants to the CMLS and aggregated and distributed by the CMLS to participants.

## **Section 19.2:**

The right of a participant’s VOW to display CMLS listing information is limited to that supplied by the CMLS(s) in which the participant has participatory rights. However, a participant with offices participating in different CMLSs may operate a master website with links to the VOWs of the other offices.

Subject to the provisions of the VOW policy and these rules, a participant’s VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., “Internet Data Exchange” (IDX).

Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other CMLS participants whose listings will be displayed on the participant’s VOW.

## **Section 19.3:**

(a) Before permitting any consumer to search for or retrieve any CMLS listing information on his or her VOW, the participant must take each of the following steps.

- i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such actions shall include, but are not

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limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

- ii. The Participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
- iii. The Participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The participant must also assure that any e-mail address is associated with only one username and password.

(b) The Participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, username, 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.

(c) If the CMLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of CMLS listing information or a violation of CMLS rules, the Participant shall, upon request of the CMLS, provide the name, e-mail address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the CMLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:

- i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant
- ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use

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- iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
- iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
- v. that the Registrant acknowledges the CMLS' ownership of and the validity of the CMLS' copyright in the CMLS database.

(e) The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The terms of use agreement shall also expressly authorize the CMLS and other CMLS Participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with CMLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

#### **Section 19.4:**

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

#### **Section 19.5:**

A Participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of CMLS listing information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed

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concurrently by the CMLS.

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

### **Section 19.6:**

- (a) A Participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the CMLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- (b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

#### **Seller Opt-out Form**

1. Check one.

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

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.

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Initials of Seller

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

### **Section 19.7:**

(a) Subject to Subsection b., below, a participant's VOW may allow third-parties:

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

(b) Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the CMLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

### **Section 19.8:**

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the CMLS 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 two (2) business days 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.

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### **Section 19.9:**

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

### **Section 19.10:**

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

### **Section 19.11:**

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

### **Section 19.12:**

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

### **Section 19.13:**

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

### **Section 19.14:**

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

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

### **Section 19.15:**

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

- (a) Expired and withdrawn listings
- (b) the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- (c) the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- (d) instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- (e) Sales price if sold information is not publicly accessible in the jurisdiction of the CMLS. (Amended 05/21)

*NOTE 1:* Due to the 2015 changes in IDX policy and the requirement that Participants be permitted to make CMLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

*NOTE 2:* If sold information is publicly accessible in the jurisdiction of the CMLS, Subsection 19.15(e). must be omitted. (Revised 11/15) **[M]**

### **Section 19.16:**

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

### **Section 19.17:**

A Participant shall cause to be placed on his or her VOW a notice indicating that the CMLS listing information displayed on the VOW is deemed reliable, but is not guaranteed accurate

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by the CMLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the CMLS from liability.

### **Section 19.18:**

A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (Amended 11/21)

### **Section 19.19:**

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than \_\_\_ current listings and not more than \_\_\_ sold listings in response to any inquiry.

*NOTE 1:* The number of listings that may be viewed, retrieved, or downloaded should be specified by the CMLS in the context of this rule (Section 19.19), but may not be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the CMLS, whichever is less. (Amended 11/17)

*NOTE 2:* Adoption of Sections 19.20 through 19.25 is at the discretion of the CMLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

### **Section 19.20:**

A Participant shall require that Registrants' passwords be reconfirmed or changed every \_\_\_ days.

*NOTE:* The number of days passwords remain valid before being changed or reconfirmed must be specified by the CMLS in the context of this rule and cannot be shorter than ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

### **Section 19.21:**

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

### **Section 19.22:**

A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another CMLS or from a broker not participating in the CMLS, to identify the source of the listing.

### **Section 19.23:**

A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another CMLS or from a broker not participating in the CMLS, to be searched separately from listings in the CMLS.

### **Section 19.24:**

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

### **Section 19.25:**

Where a seller affirmatively directs his or her listing broker to withhold either the seller’s listing or the address of the seller’s listing from display on the Internet, a copy of the seller’s affirmative direction shall be provided to the CMLS within two business days. (Adopted 11/08)

## Appendix A

### Territorial Jurisdiction

The Gulf Coast Commercial Multiple Listing Service is compiled of the Partnering Associations counties where MLS services are offered.

The following counties are considered the territorial jurisdiction of the Gulf Coast CMLS:

- Florida
  - Bay
  - Calhoun
  - Escambia
  - Holmes
  - Jackson
  - Okaloosa
  - Santa Rosa
  - Walton
  - Washington
  
- Alabama
  - Baldwin
  - Choctaw
  - Clarke
  - Conecuh
  - Escambia
  - Mobile
  - Monroe
  - Washington
  - Wilcox

## Appendix B

### Terms & Definitions

#### **STATUS DEFINITIONS:**

##### Active Status:

The property must be available for showings with the Seller/Lessor soliciting offers through the MLS. No offer (with or without contingencies) has been accepted.

##### Expired Status:

The Seller/Lessor is not soliciting offers through the MLS. The time frame of the existing listing agreement has run out.

##### Inactive:

While the listing contract with the Broker is still in effect and offers are still being solicited, showings for this listing are temporarily suspended. The listing can be re-activated at any time.

##### Leased Status:

Rental/Lease agreement is in effect.

##### Pending Status:

The listing is under contract with no contingencies.

##### Pending/Contingent Status:

The listing is under contract with contingencies.

##### Sold Status:

Closing has occurred, and the property is no longer for sale.

##### Withdrawn Status:

The Seller/Lessor is not soliciting offers through the MLS. The property is not available for showing, and the listing contract between the Seller/Lessor and the Broker has been cancelled.

## **SYSTEM TERMS:**

### Incomplete:

This listing is offline because it's missing one or more required fields. Fields highlighted in red must be completed.

### Needs Update:

This listing is still active and searchable but hasn't been updated in over 30 days. Please verify the information, then click the "Mark Updated" link to notify the system that all information is still current.

### Outdated:

This listing is offline because it hasn't been updated in over 45 days. This listing is not searchable, viewable, nor available for syndication (if you are a Pro Member) in or out of the system. Please verify the information, then click the "Mark Updated" link to notify the system that all information is still current.

### Private:

This listing is offline and is only viewable to you and your company administrator.

## **MEMBERSHIP LEVELS:**

### Pro Membership:

A paid membership level which allows you to create listings and search through all listings belonging to both Pro and Basic members. Your listings are syndicated to Moody's Commercial Exchange. You can search and view wants and needs, track hits and leads on your listings, access sale & lease comparables, create customized reports & brochures, and access commercial market statistics.

### Basic Membership:

A free membership level which allows you to create listings and search through listings belonging to Pro members. Your listings will not be syndicated to Moody's Commercial Exchange, nor can you search, view wants and needs, track hits and leads on your listings, access sale & lease comparables, create customized reports & brochures, and access commercial market statistics.