2026 Rules and Regulations for South Georgia MLS, Inc.
Separately Incorporated but Wholly owned by
The Valdosta Board of REALTORS®, Inc.

Listing Procedures

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 service area of the multiple listing service, and are taken by participants on Note 1 shall be entered into the MLS within one business day of the *Marketing Commencement Date* shown on the listing agreement, or within one business day after all required seller signatures are obtained, whichever is later.
The listing agreement itself must be fully executed and retained by the broker at the time of entry, and provided to MLS staff upon request.

a. single family homes for sale or exchange

b. vacant lots and acreage for sale or exchange

c. two-family, three-family, and four-family residential buildings for sale or exchange

d. commercial properties for sale or exchange (Amended 1/04)

Note 1: The 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 multiple listing service. However, the multiple listing service, through its legal counsel:

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

The South Georgia MLS, Inc. Board of Directors reserves the right to mandate the listing agent to change the property type of a listing if it is the incorrect property type for said listing or is in any way misleading to the public and/or other agents after allowing the listing agent to present their written case if the listing agent disagrees. If there is not a regularly scheduled meeting in the near future, said case may be presented and decision rendered via email correspondence. If a change is sti11 requested and said listing is not changed within 48 working hours of notification to the listing agent, the Directors will direct the MLS staff to delete the listing. (Added 07/2016)

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to cooperate with other participants of the multiple listing service acting as subagents, buyer agents, or both.

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. Failing to submit listings to MLS within 24 hours after marketing commencement date and not entering after 48 hours it's reported will incur a $25 fine. The different types of listing agreements include:

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

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 of the inherent nature of open listing. Cooperation is the obligation to share information on listed property and to make property available to other brokers to show to prospective purchasers and tenants when it is **in** the best interest of their clients.

The exclusive right-to-sell listing is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property.

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 the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to- sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-selling listings with prospective reservations.

Note 2: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

Note 3: A multiple listing service 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 MLS compilation of current listings. *(Amended 11/25)* **M**

Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. Failing to submit property to MLS within (1) business day will incur an immediate $500 fine. *(Adopted 11/19)*

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants. **M**

Section 1.02: Co-Listing Rules

A co-listing is defined as a listing in which two licensed real estate agents, who may be from the same brokerage or two different brokerages, jointly represent a seller under a valid written listing agreement authorizing both parties to act on the seller's behalf.

Requirements for Entering a Co-Listed Property

1. A signed listing agreement must identify all agents and brokerages participating in the co-listing.
2. The listing must be submitted to the MLS within the standard required time frame for all listings.
3. The listing must designate one Primary Listing Agent and one Co-Listing Agent.

Authority to Enter and Modify Listing Data

1. Both the Primary Listing Agent and Co-Listing Agent shall be granted full access to:
    - Input the listing
    - Edit or update the listing
    - Upload documents and photos
    - Change status
2. All changes made by either agent must comply with MLS rules, data accuracy standards, deadlines, and documentation requirements.

Responsibility and Enforcement

1. The Primary Listing Agent (and their managing broker) will be the responsible party of record for:
    - Accuracy of all listing data
    - Timely status changes
    - Compliance with MLS rules
2. Fines and violations assessed for any errors, omissions, late submissions, or rule violations on a co-listed property will be issued solely to the Primary Listing Agent and their brokerage.
3. The Co-Listing Agent may be contacted during an audit but will not be fmed unless a separate violation is committed to a different listing where they are the primary agent.

Compensation & Cooperation in Co-Listings

1. All compensation arrangements between the Primary Listing Agent, Co-Listing Agent, and their respective brokerages must be:
    - Pre-agreed to in writing, and
    - Fully documented outside the MLS system.
2. The MLS prohibits:
    - Displaying offers of compensation in MLS public or private remarks
    - Uploading documents that outline commission splits or bonuses for agents
    - Linking to any site or document displaying compensation terms
3. Any compensation split between co-listing brokerages is a broker-to-broker agreement only and must not be entered into or referenced within the MLS platform.

Seller Communication and Authorization

The Primary Listing Agent must ensure:

1. The seller is aware that two agents will have access to edit the listing.
2. Any changes to the listing remain consistent with the signed listing agreement and the seller's authorization.

Withdrawal of a Co-Listing

If one agent or brokerage withdraws from the co-listing:

1. The Primary Listing Agent must notify the MLS within one business day.
2. Documentation terminating the co-listing relationship must be uploaded upon request.
3. The listing will remain under the Primary Listing Agent unless otherwise directed by a new, fully executed listing agreement.

Section 1.1 Types of Properties
Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker: *(Amended 11/91)* **0**

- residential
- residential income
- subdivided vacant lot
- land and ranch
- business opportunity
- motel-hotel
- mobile homes
- mobile home parks
- commercial or commercial income
- industrial

Section 1.1.1 Listings Subject to Rules and Regulations of the Service
Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s). **R**

Section 1.2 Detail on Listings Filed with the Service

A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete **in** every detail which is ascertainable as specified on the property data form. **R**

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. Failing to update within 7 days and after 48 hours it's reported will incur a $25 fine. **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. arranges 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. accepts and presents 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. advises the seller(s) as to the merits of offers to purchase

d. assists the seller(s) in developing, communicating, or presenting counteroffers

e. participates on the seller's behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Note: Adoption of Section 1.2.1, limited-service listings, is optional and a matter to be determined by each MLS. *(Adopted 05/01)***0**

Section 1.3 Multiple Listing Options for Sellers

Office Exclusive: Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day once the listing has been publicly marketed. See Section 1.01, Clear Cooperation. (Amended 8/25) M

Delayed Marketing: Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for [insert local delayed period as set my MLS's unfettered local discretion]. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a matter consistent with the seller's choice.

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale. Each MLS has the unfettered local discretion **in** determining what is most suitable for their marketplace regarding a Delayed Marketing Exempt listing which includes adopting "0" days or to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy. South Georgia MLS has adopted delayed marketing with a zero-day policy, meaning listings must be marketed immediately upon entry into the MLS.

Exempt Listing Disclosure: The filing of an exempt listing (office exclusive or delayed marketing) with the MLS must be pursuant to a certificate signed by the seller, obtained by the listing broker which includes:
• disclosure about the professional relationship between the Participant and the seller.
• acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and
• confirmation of the seller's decision that their listing is not publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing.

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules. (Amended 8/25) 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 and shall be filed with the service within **forty-eight** (48) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. **R**

Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS 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**

Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and notified to the participants. **R**

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 MLS 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, or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the multiple listing service.**0**

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

The multiple listing service shall not fix, control, recommend, suggest, or maintain Commission rates or fees for services to be rendered by participants. Further, the multiple listing 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 multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. *(Amended 11/01)*

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

Section 1.12 Service Area

Only listings of the designated types of property located within the Service Area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's Service Area will (or will not) be accepted if submitted voluntarily by a participant but cannot be required by the service. *(Amended 11/17)*

Note: Associations must choose whether the service will accept listings from beyond its service area into the MLS compilation. *(Amended 11/17)* **M**

Section 1.13 Listings of Suspended Participants
When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients. **M**

Section 1.14 Listings of Expelled Participants
When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant 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 MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in writing, of the intended removal so that the resigned participant may advise his clients.**0**

Section 1.16, Property Addresses
At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Amended 05/21) **M**

Section 2 Showings and Negotiations
Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service 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 Deleted November 2025
Section 2.2 Deleted November 2025
Section 2.3 Deleted November 2025

Section 2.4 Deleted November 2025

Section 2.5 Reporting Sales to the Service

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within 48 hours after they have occurred. If negotiations were carried out under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 48hours of the occurrence and the listing broker shall report them to the MLS within 48 hours after receiving notice from the cooperating broker. *(Amended 11/11)* Failing to update status changes after 48 hours it's reported will incur a $25 fine. (This will include sections 2.5.1, 2.5.2, 2.6, 2.8)

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

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 MLS.

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 MLS:

1. categorizes sale price information as confidential and

2. 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 MLS 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 MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property 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)

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 2.5.1 Active to Pending: Status shall change from "Active" to "Pending" upon binding agreement in a contract and shall be updated in MLS no later than 48 hours from binding agreement. Agents shall not misrepresent the property status by leaving the status "Active" due to a due-diligence period, inspection period, or financing contingency (Amended 07/18) (Amended 11/2021)

Section 2.5.2 Active to Contingent: Alternatively, status may be changed from "Active" to "Contingent" instead of "Pending" upon binding agreement in a contract that has a contingency for due diligence, sale or lease of property, inspection period, financing or appraisal and shall be updated within 48 hours. When the contingency expires, the listing shall be moved to pending status within 48 hours. (Added 07/14) (Amended 11/2021)

Section 2.6 Reporting Resolutions of Contingencies
The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled. **M**

Section 2.7 Advertising of Listings 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. If the listing broker did not provide consent, an immediate $25 fine will be imposed. **M**

Section 2.8 Reporting Cancellation of Pending Sale
The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately. **M**

Section 2.9 Disclosing the Existence of Offers
Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. *(Amended 11/08)***0**

Section 2.10 Availability of Listed Property
Listing brokers shall not misrepresent the availability of access to show or inspect listed property. *(Adopted 11/05)***0**

Section 2.11" Comp Only" MLS Entries
Some properties, such as presold new construction, are often built and sold without a fonnal listing agreement. If the selling agent chooses to put this property into MLS for comparable data, the agent should put as much useful information as possible into MLS and must have the *written* permission of either the seller or purchaser to do so. A copy of the written authorization shall be delivered to the Board Office at the time the data is entered into MLS.
Minimum requirements are:
Must indicate "Comp Only Listing" in remarks section
Photo
Address, to include city and zip code
Square footage
Lot size
Year built

Sales Price
Concessions
Number of bedrooms and baths
Garage information
Heating/Cooling Information
Type of Financing

Note: While not mandatory, it is desirable to include remarks explaining features and conditions of the house and any unusual circumstances that affected the sales price.

(Amended 1/10)

Refusal to Sell

Section 3 Refusal to Sell

If the seller of any listed property filed with the multiple-listening service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such facts shall be transmitted immediately to the service and to all participants. **R**

Prohibitions

Section 4 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 MLS 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 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 could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS 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 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 the availability of the property to other brokers.

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

Section 4.4 Use of the Terms MLS and Multiple Listing Service

No MLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any infonnation they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. *(Adopted 11/07)***0**

Section 4.5 Services Advertised as "Free"

MLS Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the Participant or Subscriber receives no financial compensation from any source for those services. (Amended 11/21) **M**

Section 4.5.1 Advertising in the MLS: Photos and public remarks included in the MLS shall not advertise or brand the participant or their company in sections viewable to the public. Some examples of what are not permitted are, but not limited to: Agent "for sale" signs in photos or agent phone numbers in public remarks. Additionally, any web address included in public remarks should link to a generic website for the property that does not include any advertising or branding of the listing agent/company either in the website or web address, etc.

Section 4.6 No Filtering of Listings

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers and clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Adopeted 11/24) **M**

Section 4.7 The mass email ability in the MLS system is to be used for real property related items only. Any other use, such as (but not limited to) selling mobile homes without land, selling businesses that have no real property attached, stating personal opinions whether related to the MLS/shareholder or not, promoting individual interests in any way, etc. can result in immediate temporary or permanent suspension/discontinuance of the mass email ability for that individual subscriber, as well as an immediate fine of $100 will incur. The decision to suspend the service may be made by the current South Georgia President or President Elect if the President is unavailable and the CEO. Any appeals may be placed before the South Georgia MLS at their next regularly scheduled Director's meeting.

No Compensation Specified on MLS Listings

Section 5 No Compensation Specified on MLS Listings

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use ofMLS 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 MLS terminating that Particpant's access to any MLS data or data feeds.

Violations of the "no compensation specified in MLS listings" rules are very serious and could create an antitrust violation and ultimately a lawsuit against the South Georgia MLS (SGMLS) which could effectively shut down the SGMLS. Penalties for any violations of these rules will be severe. Penalties are further addressed in Paragraph 7.1 of this document.

It is allowable for listing agents to publish true seller concessions to the buyer in MLS. These concessions must affect ONLY the buyer and cannot in any way result in compensation to the selling broker. Examples of allowable concessions are closing costs, appliances, home warranties, rate buy downs, etc. It is not allowable to disguise any form of compensation to Selling Brokers under the umbrella of "concessions."

Bonuses paid to the Selling Broker CAN NOT be published in the MLS. This is compensation.

Note 1: The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated Commission in his listing contract, and the multiple listing service shall not publish the total negotiated Commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total Commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers. **Note 2:** The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

Note 3: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. *(Amended 8/24)* **M**

Section 5.0.0 Required Consumer Disclosure
Disclosure of Compensation: MLS Participants and Subscribers must:

1. 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).

2. 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. *(Adopted 8124)* **M**

Section 5.0.1 Disclosing Potential Short Sales
Option #1: Multiple listing services that permit, but do not require, participants to disclose potential short sales should adopt the following rule.

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)*

Section 5.0.2 Written Buyer Agreement
Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. (Adopted 8/24) **M**

Section 5.1 Participant as Principal
If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service participants. **M**

The Participants or licensee's ownership of a listing shall be disclosed in MLS in two ways:

1. Responding with Yes" in the "agent owned" field.

Stating in the Public Remarks that the listing agent is the seller and holds an active Georgia Real Estate License. It is necessary for this to be in the Public Remarks as this is what is syndicated on the internet and made available to the public to ensure full disclosure. Publishing it in the Private remarks only makes this disclosure available to participants and licensees and doesn't satisfy the intent of full disclosure to the Public.

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 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**

Service Charges

Section 6 Service Fees and Charges

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

Initial Participation Fee: An applicant for participation in the service shall pay an application fee of $2000 with such fee to accompany the application.

Note: The initial participation fee shall approximate the cost of bringing the service to the participant.

Branch/Satellite Office: If a Member Participant who is already a member of the MLS opens another branch/satellite office with the same GREC firm number but a second profile in the MLS, an administrative fee of $1,000 will be paid to the MLS per additional branch/satellite office.

Second Company: If a Member Participant opens a second company in the South Georgia MLS, the additional second Company Participation/Application fee will be a reduced Company Participation/Application fee of $1,000.

Closing One Company/Opening Another: If a Member Participant closes one company from the South Georgia MLS and opens another with a different name and different GREC firm number but the same subscribers in the new firm that were in the old firm, the Participant may not transfer the Initial Participation/Application fee from the closed company, but will be responsible for the reduced second Company Participation/Application fee of $1,000 for the new company joining the MLS.

Changing Firm with the Same Name/Subscribers and Different GREC Firm Number: If a Member Participant keeps the approximate same name (e.g. ABC Realty to ABC Real Estate Services) and the member subscribers are the same but has applied with the GREC for a different firm number, the Member Participant does have to pay the additional second Company Participation/Application fee for the new company at the reduced second company rate of $1,000.

Company Name Transfer to DBA: If a Member Participant changes his company to a DBA with the same subscribers and the same Georgia Real Estate Commission (GREC) issued firm number, the Participant will not incur additional Participation/Application fees.

Recurring Participation Fee: The annual participation fee of each participant shall be an amount equal to $____ times each salesperson and licensed or certified appraiser who has access to and use of the service, 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 first day of the fiscal year of the multiple listing service. Fees shall be prorated monthly.

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

Note 1: A multiple listing service may elect to have such fees payable on a quarterly or even monthly. However, added administrative services are necessitated by increased frequency of such payments.

Note 2: Multiple listing services 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 ofMLS information as subscribers may, at their discretion, charge recurring fees. *(Amended 11/17)* **R**

Note 3: Active licensed agents who are salaried employees (not independent contractors) engaged only in property management, who sign an affidavit (along with their broker) attesting to this, may be excluded from paying MLS fees. (Amended 04/04)

Note 4: Active licensed agents who are auctioneers engaged only in auctions of real property who sign an affidavit (along with their broker) attesting to this, may be excluded from paying MLS fees.

Note 5: Deleted 05/2018

Note 6: Any REALTOR® who has been awarded REALTOR® Emeritus status by the National Association of REALTORS®, and who is not actively listing or selling real estate, shall be exempt from paying MLS fees as a token of appreciation for their devotion to the real estate profession. These REALTORS® seeking exemption shall complete an affidavit attesting that they are not actively listing or selling real estate, and that they do not intend to do so in the future and submit this affidavit to the South Georgia MLS for review. The MLS shall review the request and submit their recommendation to the Valdosta Board of REALTORS® for approval by the Board of Directors.

Compliance with Rules

Section 7 Compliance with Rules-Authority to Impose Discipline

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

a. letter of warning

b. letter of reprimand
c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
d. appropriate, reasonable fine not to exceed $15,000
e. suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year
f. termination ofMLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Revised 11/25)* **M**
g. any and all sanctions imposed under Section 7.1

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 not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect 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 05/14)* **M**

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant, and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. *(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, fee, or fine 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. In the event service is suspended due to nonpayment, participants will be given up to six months from the due date to bring their account current to include late fees. Participants who bring their account current within six (6) months from the due date shall be deemed reinstated without having to rejoin the South Georgia MLS. However, participants who have not paid past due service charges, fees, or fines within six (6) months of the due date shall be considered to have terminated their membership with the South Georgia MLS. In such circumstance, the participant will have to rejoin the South Georgia MLS to include submitting a new application and paying all fees associated with joining the South Georgia MLS

b. for overdue accounts, a penalty fee in the amount of $5 per subscriber per week the account is overdue shall be assessed. Penalty fees shall be paid along with outstanding balance for the company to be considered in good standing and current. Accountholders that are chronically delinquent can be required to pay the entire year's bill in advance if so directed by The Board of Directors. (Adopted 9/04)

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

d. for failure to submit a (removed "hard") copy of the signed listing agreement or extension of a listing in the MLS to the Board Office by close of the next business day after requested by the Board Office, the fine will be $25.00. If no signed listing agreement or extension is received within 7 days an additional fine of $25.00 will be imposed. For each week thereafter that the signed listing agreement or extension is not received, an additional fine of $25 shall be imposed. Total penalties shall not exceed a period of 4 weeks or $100.00 per submission

e. for failure to enter required information (fields with an "R" by them) into the MLS System or make corrections to reported infractions within 7 calendar days of the list date or 7 calendar days of the reported infraction a $25.00 fine shall be imposed. After the 7th day an additional $25.00 per week will be charged until the required information has been entered. Total penalties shall not exceed a period of 4 weeks or $100.00 per submission

f. for failure to submit photos or lot drawings (except new construction) within 7 calendar days are subject to the same fines as paragraph 7 (e). New construction photos must be submitted within 3 months of the listing date or point of elevation. Failing to update will incur a $25 fine.

g. for sharing MLS software username and password a monetary fine of up to $1,000 may be imposed. (Amended 5/04)

h. Participants are required to ensure their Subscribers comply with all MLS policies. Use of MLS 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 will result in the termination of the Participant's access to any MLS data or data feeds and a $2000 fine. Once the matter is resolved, and the fine is paid, the MLS could restore access to the Participant. This decision to restore service rests with the SGMLS Board of Directors.

1. Making offers of compensation in the MLS is prohibited. Examples of this follow:

- Stating a compensation amount, to include bonuses, in the private or public remarks.

- Creating a link in MLS that leads to compensation posted on another website.

- Adding any documents in MLS document section that address compensation such as the F258 Pre-showing Compensation Agreement, the F259 Broker Compensation Agreement Exhibit, or the F255 Instructions to the Closing Attorney.

- Using the MLS email system to publish compensation or bonus amounts.

Making offers of compensation in the MLS shall result in the following actions:

1. The listing shall be withdrawn by the SGMLS and will remain withdrawn until the fine is paid and the violation is cured.

2. First offense shall be a $1000 fine to the violator.

3. Second offense shall be another $1000 fine to the violator and result in the violator being suspended from the SGMLS for a six-month period.

Note 1: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. *(Amended 11188)*

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant, and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20)

Section 7.2 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. *(Adopted 4/92)*

Section 7.3 Lock Box Systems

The following are the minimum-security requirements for common lock box systems of this MLS:

7.3.1 Types of keys

Any physical or electronic key, programmer, or other device (hereinafter referred to as "key") by which a lock box can be opened must be nonduplicative. Being "nonduplicative" means that it cannot be readily copied in the manner that other types of keys ordinarily are.

A mobile device (such as, a smart phone, tablet, fob, etc.) can transmit a key to access a lockbox using standard protocols, including Bluetooth, ZigBee, infrared technology, and others. The applications and software used by mobile devices must contain security controls to allow only authorized users access to the lockbox.

As a matter of local discretion, the listing broker or agent can issue temporary codes/access to the lockbox and property on tenns and conditions agreed to in advance by the seller. Temporary codes/access must expire within seventy-two (72) hours after being issued or must be under the control of the listing broker or agent. Temporary codes must be a minimum field size of five (5) characters. (XX,XXX)

7.3.2 Security protocols

Keys must be obtained from the original manufacturer, from a recognized vendor of lock-box systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, associations and MLSs must obtain sufficient information from the original manufacturer and surrounding associations and MLSs in order to determine whether the key's pattern, code, or configuration is already in use. (Amended 05/17)

Electronic lockboxes and electronic keys running on mobile devices must incorporate security protocols to prevent the following types of cyber-attacks:

- where an unauthorized user can override or escalate their security credentials
- where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access
- forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user
- digitally signed updates to electronic keys running on mobile devices or electronic lockbox firmware plus a secured update process to prevent unauthorized software from being introduced into the lockbox system
- transmission(s) of frequencies to deceive the lockbox electronics into opening (Adopted 05/17)

7.3.3 Availability of lockbox system and keys

Any lockbox system must be designated as either an activity of an association of REALTORS® or an association-owned and operated MLS. (Amended 05/17)
If the lock-box system is an activity of an association of REALTORS®, then every REALTOR® and REALTOR-Associate® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a REALTOR®, shall be eligible to hold a key subject to their execution of a lease agreement with the association. (Amended 11/96)

If the lock-box system is an activity of an association-owned and operated MLS, then every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS.

As a matter of local discretion, associations and MLSs can determine that key lease agreements executed by non-principal brokers, sales licensees, unlicensed personal assistants, administrative and clerical staff, and licensed, certified, or those seeking to be licensed or certified as appraisers, must also_be cosigned by the designated REALTOR® or the office's broker ofrecord. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the keyholder except as provided elsewhere in this statement of policy. (Amended 05/17)

Associations and MLSs may, at their discretion, lease keys to affiliate members of associations who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or corporate officer of the key holder's firm. (Amended 05/17)

Individuals may be required to pay lockbox costs as part of association dues or as part of MLS participation fees pursuant to MLS Policy Statement 7.57, Categorization of MLS Services, Information, and Products and pursuant to NAR Bylaws Official Interpretation #32. No one shall be required to lease a key from the association except on a voluntary basis. (Adopted 5/17)

Associations and MLSs may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances: (Amended 5/17)

A. The association or MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and (Amended 5/17)

B. The association or MLS gives the individual an opportunity to provide, and the association or MLS must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:

- the individual's age at the time of the conviction(s).
- nature and seriousness of the crime.
- extent and nature of past criminal activity.
- time elapsed since criminal activity was engaged in.
- rehabilitative efforts undertaken by the applicant since the conviction(s).
- facts and circumstances surrounding the conviction(s); and
- evidence of current fitness to practice real estate. (Amended 5/17)

Associations and MLSs should be sure to evaluate individuals uniformly and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history. (Amended 5/17)

Associations or MLSs may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to a final determination on any such charge if, in the determination of the association or MLS, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk. (Amended 5/17)

7.3.4 Audit Requirement

Associations or MLSs shall maintain current records as to all keys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively, by receipt of a statement signed by the keyholder and the designated Realtor®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder. (Amended 05/17)

If, at the time of inventory, a key is unaccounted for, or if a keyholder refuses or is unable to demonstrate that the key is within their physical control, then the key will be considered unaccounted for and any funds on deposit will be forfeited to the association.

Deposits for electronic programmers or electronic keycards which are leased but which can be deactivated within thirty (30) days may be required as a matter of local determination. (Adopted 11/95)

7.3.5 Seller authority required

Lock-boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or any other written document. Inclusion in MLS compilations cannot be required as a condition of placing lockboxes on listed property. (Amended 05/17)

7.3.6 Reporting missing keys

Associations or MLSs shall charge key holders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association or MLS. Upon receipt of notice, the association or MLS shall take any steps deemed necessary to rescue the system. (Amended 05/17)

7.3.7 Rules and procedures governing lockbox systems

Associations and MLSs_must adopt written, reasonable, and appropriate rules and procedures for administration of lock-box systems which may include appropriate fines, not to exceed $5,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the association or MLS and set forth in the rules and procedures. All keyholders, whether they are association members or MLS participants, shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lock-box system. (Amended 05/17)
Key lease agreements may contain a liquidated damages provision to offset some or all of the costs **in** reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the keyholder. (Amended 11/97)

7.3.8 Issuing electronic programmers or keypads on temporary basis

In the event electronic lock-box programmers or keypads are sold or leased, a designated REALTOR® principal or an office's broker of record may purchase or lease additional programmers or keypads to be issued on a temporary basis to other keyholders in the same office in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the issuing association or MLS. When a programmer or keypad is issued on a temporary basis, it shall be the responsibility of the REALTOR® principal or the broker ofrecord to advise the association or MLS in writing that the programmer or keypad has been issued to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the Realtor® principal or the broker of record to advise the association or MLS in writing within two (2) business days after possession of the previously issued programmer or keypad has been reassumed. (Adopted 05/17) M

7.3.9 Requiring "approved" lockbox systems

As a matter of local discretion,_associations and MLSs may require placement of an "approved" lockbox on listed properties if any device giving access to real estate professionals or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement, if adopted by an association or MLS, is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lockbox or other access device be "approved" does not limit the devices that satisfy the requirement to lock-boxes leased or sold by an association or MLS.
The association or MLS may require that the devices be submitted in advance for approval, and the access device may be any lockbox or other access device that provides reasonable, timely access to listed property. The association or_MLS also may revoke the approval ftftefOr subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. (Adopted 05/17)

7.3.10 Lock box keys

Are issued to authorized individuals and will not be shared or loaned to anyone, including other agents. Violation of this rule may result **in** a monetary fine not exceeding $5,000. The power to impose this monetary sanction is granted to the MLS Board of Directors.

Meetings

Section 8 Meetings

The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of the service. **R**

Enforcement of Rules or Disputes

Section 9 Consideration of Alleged Violations

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

When requested by a complainant, the MLS will process a compliant without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. *(Amended 11120)* **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 request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision. *(Amended 11/96)*

If rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to by the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. *(Amended 2/98)* **M**

Optional Provision for Establishing Nonmember Participatory Rights (Open MLS)* If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the board of directors of the MLS and if a violation is determined, the board of directors may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the professional standards committee of the association in accordance with the bylaws of the association of REALTORS®. Alleged violations of Section 16 of the rules and regulations shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. *(Amended 2/98)**M***

---

*Only adopt this provision if the association's MLS is open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere).

If rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. *(Adopted 2/98)*

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred to by the board of directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. *(Amended 11/88)* **M**

Section 9.3 Complaints of Unauthorized Use of Listing Content

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court oflaw without first completing the notice and response procedures outlined in Section 9.3 of the MLS rules.

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

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

If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. *(Adopted 5/18)* **M**

Section 9.4 MLS Rules Violations
MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. *(Adopted 5/18)* **M**

Note: Adoption of Sections 9.3 and 9.4 are not required if the MLS has adopted alternative procedures to address alleged misuse of listing content that includes notice to the alleged infringer.

Confidentiality of MLS Information

Section 10 Confidentiality ofMLS Information
Any information provided by the multiple-listing service to the participants shall be considered official information about 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 MLS Not Responsible for Accuracy oflnformation
The information published and disseminated by the service is communicated verbatim, without change by the service, as filed with 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. **R**

Ownership ofMLS Compilation* and Copyright

Section 11
By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content **in** its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. *(Amended 5/18)* **M**

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

---

*The term MLS compilation, as used in Sections I I and I2 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.

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

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

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office as an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
4. Have no actual knowledge of any complaint-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 complaint-of infringing activity when the OSP can control 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 11115)* I

*The term MLS 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. *(Amended 01/16)*

Section 11.1
All rights, titles, and interest in each copy of every multiple listing compilation created and copyrighted by the Valdosta Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the Valdosta Board of REALTORS®. **R**

Section 11.2 Display
Each participant shall be entitled to lease from the Valdosta Board of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay each copy the rental fee set by the association. *

*This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association.

Participants shall acquire by such lease only the right to use MLS compilation in accordance with these rules. **M**

Use of Copyrighted MLS Compilation

Section 12 Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, 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 MLS. Use of information developed by or published by an association 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 an association multiple listing service where access to such information is prohibited by law. *(Amended 4/92)* **R**

Section 12.1 Display

Participants and those people affiliated as licensees with such participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation. **M**

Section 12.2 Reproduction

Option #1: Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

*It is intended that the participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered **in** deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained **in** such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

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

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

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

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 properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such infonnation is unauthorized and prohibited by these rules and regulations. *(Amended 05/14)*

Use of MLS Information

Section 13 Limitations on Use of MLS Information

Option #1: Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations may not be prohibited.

However, any print or non-print forms of advertising or other fonns of public representations based **in** whole or in part on information supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from the association ofREALTORS®(alternatively, from the South GA MLS) for the 5-year running period *(Amended I1/93)*

Changes in Rules and Regulations

Section 14 Changes in Rules and Regulations

Amendments to the rules and regulations of the service shall be by consideration and approval of the board of directors of the multiple listing service, subject to final approval by the board of directors of the Valdosta Board of REALTORS® (shareholders).

Note: Some associations may prefer to change the rules and regulations by a vote of the participants of the service, subject to approval of the board of directors of the service, with final approval by the board of directors of the association of REALTORS® which is the sole and exclusive shareholder of the stock of the service corporation. **M**

Arbitration of Disputes*

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 MLS participants **in** different firms arising out of their relationships as MLS participants, subject to the following qualifications.

---

*Only adopt this section if the association's MLS is open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere). If adopted, Section 15 may not be modified.

a. If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of REALTORS®.

b. If the disputants are members of different associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Georgia Association of *REALTORS®.(Amended11/97)*

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 association of REALTORS®. *(Amended 11/98)***0**

Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS. *(Adopted 11/15)***0**

Section 16

Standards of Conduct for MLS Participants*

Standard 16.1

MLS participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS participants have with clients. *(Amended 1/04)***0**

---

*Only adopt the following standards of conduct if the association's MLS is open to non-member participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere). Any of the standards of conduct, if adopted, may not be modified.

Standard 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.**0**

Standard 16.3
Deleted

Standard 16.4
MLS participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS 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 MLS participant may contact the owner to secure such information and may discuss the terms upon which the MLS participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.0

Standard 16.5
MLS participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS 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)* 0

Standard 16.6
MLS 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)*0

Standard 16.7
The fact that an agreement has been entered into with an MLS participant shall not preclude or inhibit any other MLS participant from entering into a similar agreement after the expiration of the prior agreement. *(Amended 1/98)*0

Standard 16.8
The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS participants from seeking such prospect's future business. *(Amended 1/04)*0

Standard 16.9
MLS participants are free to enter 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)*0

Standard 16.10
When MLS participants are contacted by the client of another MLS participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS 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, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. *(Amended 1/98)*0

Standard 16.11
Deleted

Standard 16.12
MLS 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 MLS participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in each geographical area or in each 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 MLS participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS 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 MLS participants. *(Amended 1/04)***0**

Standard 16.13
MLS 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)***0**

Standard 16.14
MLS 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)***0**

Standard 16.15
On unlisted property, MLS 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. *(Amended5/24)*

Standard 16.16
MLS 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)***0**

Standard 16.17
MLS 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 multiple listing service or any other offer of cooperation may not be used to target clients of other MLS participants to whom such offers to provide services may be made. *(Amended 1/04)***0**

Standard 16.18
Deleted

Standard 16.19
All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried out 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, MLS participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. *(Adopted 1/03, Amended 1/04)* **0**

Standard 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 1/98, Amended 1/10)***0**

Standard 16.21
Deleted

Standard 16.22
MLS participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. *(Amended 01/12)***0**

Standard 16.23
MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licenses 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)***0**

Standard 16.24
MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and participants may not:

a. engages in deceptive or unauthorized framing of real estate brokerage websites.

b. manipulates (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result.

c. deceptively uses metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic.

d. present content developed by others without either attribution or without permission; or

e. otherwise misleads consumers, including use of misleading images. *(Amended 1/18)***0**

Standard 16.25
The services which MLS 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.

MLS 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, unless the facts are fully disclosed to the client. Any person engaged to provide such assistance shall be identified to the client and their contribution to the assignment should be set forth. *(Adopted 11/09)*

Section 17 Deleted November 2025

Internet Data Exchange (IDX)

Section 18 IDX Defined
IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. *(Amended 5/17)* **M**

Section 18.1 Authorization
Note: Select one of the following two options. **M**

Option #1: Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. *

*Even where participants have given blanket authority for other participants to display their listings 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 05117)*

Section 18.2 Participation
Note: Select one of the following four options. Participation in IDX may be limited to MLS participants engaged in real estate brokerage by adopting Option #2. **M**

Option #2: Participation in IDX is available to all Participants engaged in real estate brokerage who consent to display their listings by other Participants. (Amended 11/25)

Section 18.2.1
Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 05/12)* **M**

Section 18.2.2
MLS participants may not use !DX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing ofIDX listings by recognized search engines. *(Amended 05/12)* **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 address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs) or other electronic forms of display or distribution. *(Amended 05/17)* **M**

Section 18.2.4
Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type oflisting (e.g., exclusive right-to-sell or exclusive agency). Selection oflistings displayed through IDX must be independently made by each participant. *(Amended 11/21)* **M**

Section 18.2.5
Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (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 an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 05/12)* **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 MLS rules. *(Amended 05/12)* **M**

Section 18.2.8
Any IDX display controlled by a participant or subscriber that

a. allows third parties to write comments or reviews about listings or display a hyperlink to such comments or reviews in immediate conjunction with listings, or

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

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Adopted 05/12)* **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 MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith, opinion, advice, or professional judgment. *(Amended 05/12)* **M**

Section 18.2.10
An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display ofIDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or *display.(Adopted11/14)* **M**

Section 18.2.11
Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all 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, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the media used **in** the display of listing data. * *(Amended 11/21)* **M**

Section 18.3 Display
Display of listing information pursuant to IDX is subject to the following rules:

Note: All of the following rules are optional but, if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.

Section 18.3.1
Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be *displayed.(Amended11/21)***0**

Section 18.3.1.1
The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 05/12)***0**

Section 18.3.2
Deleted May 2015.

Section 18.3.3
Deleted May 2017; moved to 18.2.12 May 2017.

Section 18.3.4
All listings displayed pursuant to IDX shall identify the listing agent.**0**

Section 18.3.5
Non-principal brokers and sales licenses affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation.**0**

Section 18.3.6
Deleted November 2006.

Section 18.3.7
All listings displayed pursuant to IDX shall show the MLS as the source of the information. * *(Amended 05/17)***0**

---

*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. *(Amended 5/17)*

Section 18.3.8
Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.* *(Amended 05/17)***0**

Section 18.3.9
The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS 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)***0**

Section 18.3.10
The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.**0**

Section 18.3.11 Deleted November 2025

Section 18.3.12
Display of expired and withdrawn listings is prohibited. *(Amended 5/21)***0**

---

*The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. *(Amended 05117)*

Section 18.3.13
Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.**0**

Note: The following Sections 18.3.14 and 18.3.15 may be adopted by MLSs that provide participants with a "persistent" download (i.e., where the MLS database resides on participants' servers) of the MLS database.

Section 18.3.14
Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. *(Amended 05/12)***0**

Section 18.3.15
Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation ofMLS rules related to use by consumers. *(Amended 05/12)***0**

Section 18.3.16
Note: Select one of the following two options.

Option #1: Advertising (including co-branding) on pages displaying !DX-provided listings is prohibited.

Section 18.4 Service Fees and Charges
Service fees and charges for participation in IDX shall be as established annually by the Board of *Directors.(Adopted11/01, Amended 5/05)***0**

Virtual Office Websites (VOWs)
Note: Adoption of Sections 19.1 through 19.14 is mandatory.

Section 19.1 VOW Defined
a. A "Virtual Office Website" (VOW) is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant's oversight, supervision, and accountability. **M**

b. As used in Section 19 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees--except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all 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. **M**

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

d. As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants. **M**

Section 19.2
a. The right of a participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. **M**

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

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

Section 19.3

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

   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 limited to, satisfying all applicable agencies, 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 ensure that any e-mail address is associated with only one username and password. **M**

b. The participant must ensure that each Registrant's password expires on a certain date but may provide for renewal of the password. The participant must always 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. **M**

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

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

   i. that the Registrant acknowledges entering a lawful consumer-broker relationship with the participant

   ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use

   iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW

1v. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except **in** connection with the Registrant's consideration of the purchase or sale of an individual property

v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database. **M**

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. **M**

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

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. **M**

Section 19.5

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate security protection such as firewalls if this requirement does not impose security obligations greater than those employed concurrently by the MLS. **M**

Note: MLSs 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 MLS.

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

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. **M**

Seller Opt-out Form

1. Check one.

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

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

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

_____
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. **M**

Section 19.7

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

i. to write comments or reviews about listings or display a hyperlink to such comments or reviews in immediate conjunction with 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. **M**

b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described **in** Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing 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. **M**

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

Section 19.9

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days. **M**

Section 19.10

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

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. **M**

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, and type of property. *(Amended 11/21)* **M**

Section 19.13
A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies. **M**

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. **M**

Note: Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information **in** providing brokerage services 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

Note: Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS 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.

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 with brokers only, such as those regarding showings or security of listed property

Note: If sold information is publicly accessible **in** the jurisdiction of the MLS, Subsection 19.lSe. must be omitted. *(Revised 11/21)* **M**

Section 19.16
A participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided **in** the MLS. The participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, if the source of such other information is clearly identified. This rule does not restrict the format of display ofMLS listing information on VOWs or the display on VOWs offewer than all the listings or fewer than all the authorized information fields.**0**

Section 19.17
A participant shall place a notice on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.**0**

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, and the email or phone number provided by the listing participant 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)***0**

Section 19.19
A participant shall limit the number oflistings 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.**0**

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

Note: Adoption of Sections 19.20 through 19.25 is at the discretion of the MLS. 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.**0**

Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS 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. **M**

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.**0**

Section 19.22
A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.**0**

Section 19.23 Deleted November 2025

Section 19.24
Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.**0**

Section 19.25
Where a seller affinnatively 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 MLS within forty-eight (48) hours.**0**

Compliance Violations and Fine Schedule

The following table summarizes common South Georgia MLS compliance violations, related rule references, and applicable penalties. This schedule is intended as a quick reference guide. Full rule language and enforcement authority remain within the applicable sections of the South Georgia MLS Rules and Regulations.

AUDIT VIOLATIONS

Violation	Rule Reference	Penalty
Failure to submit listing to MLS within 1 business day of public marketing	Section 1.01 - Clear Cooperation	$500 Fine
Failure to submit listing to MLS within 24 hours of marketing commencement date	Section 1 - Listing Procedures	$25 Fine
Failure to enter listing after being reported within 48 hours	Section 1 - Listing Procedures	$25 Fine
Failure to provide signed listing agreement when requested by Board Office by close of the next business day	Section 1 - Listing Procedures	$25 Fine
Failure to provide signed listing agreement within 7 days of request	Section 1 - Listing Procedures	Additional $25 Fine
Continued failure to submit listing agreement	Section 1 - Listing Procedures	$25 per week (maximum $100)
Failure to enter required MLS fields or correct errors within 7 days	Section 1.2.0	$25 Fine
Continued failure to correct listing data	Section 1.2.0	$25 per week (maximum $100)
Incorrect or misleading property type	Section 1 - Listing Procedures	Listing must be corrected within 48 working hours or may be deleted
Invalid zoning designation	Section 1.2.0	Correction required
Inadequate listing directions (e.g., "GPS")	Section 1.2.0	Correction required
Owner's Name field incomplete or inaccurate	Section 1.2.0	Correction required
Agent ownership interest not disclosed in Public Remarks	Section 1.2.0	Correction required
Missing property address, parcel ID, or legal description	Section 1.16	Correction required

REPORTED VIOLATIONS

Violation	Rule Reference	Penalty
Advertising a listing without listing broker consent	Section 2.7	Immediate $25 Fine
Unauthorized for-sale sign on property	Section 4.1	Violation notice *I* corrective action
For-sale signs visible in MLS listing photos	Section 4.1	Violation notice *I* corrective action
Misuse of MLS mass email system	Section 4.7	Immediate $100 Fine and possible suspension of email privileges
Posting compensation in MLS remarks or documents	Section 5	$1,000 Fine (First Offense)
Repeated compensation violation	Section 5 *I* Section 7.1	$1,000 Fine and 6-Month MLS Suspension
Listing containing compensation information	Section 5	Listing withdrawn until violation corrected

COMPLIANCE VIOLATIONS

Violation	Rule Reference	Penalty
Failure to submit publicly marketed property to MLS within 1 business day	Section 1.01 - Clear Cooperation	Immediate $500 Fine
Failure to update status changes within 48 hours	Section 2.5	$25 Fine
Failure to report accepted offers, pending status, or closed sales within 48 hours	Section 2.5	$25 Fine
Failure to update listing information after violation reported	Section 1.2.0	$25 Fine

Co-Listing Enforcement

Requirement	Rule Reference	Enforcement
Primary Listing Agent responsible for listing accuracy and rule compliance	Section 1.02	Violations issued to Primary Listing Agent
Co-Listing Agent may be contacted during audit	Section 1.02	No fines issued unless separate violation occurs
Commission splits between co-listing brokerages	Section 1.02	Must remain broker-to-broker and not be entered into MLS

Enforcement Authority

All violations and fines are subject to enforcement under South Georgia MLS Rules and Regulations Section 7.1, and may include additional disciplinary action, listing removal, or suspension of MLS privileges when deemed necessary by the South Georgia MLS Board of Directors.

VIOLATION DESCRIPTIONS

Property Type Violation

Reference: Rules and Regulations- Section 1 - Listing Procedures

The property type entered in the MLS is incorrect or misleading to the public and/or other agents. The South Georgia MLS Board of Directors may require the listing agent to correct the property type. If the listing agent disagrees, a written explanation may be submitted to the Board of Directors. If a change is required and the listing is not corrected within **48 working hours of notification,** MLS staff will be directed to **delete the listing.**

(Added 07/2016)

Invalid Zoning Entry

The zoning entered for the property is incorrect. **"R3" is not a valid zoning designation in Lowndes County** and must be corrected to the appropriate zoning classification.

Inadequate Directions

Directions provided in the listing are insufficient. Directions must include **specific street names, notable landmarks, and directional guidance** to help locate the property. Entering **"GPS" only** does not meet MLS requirements.

Owner's Name Missing or Incorrect

The **Owner's Name** field is incomplete or entered incorrectly. Entries such as **"LLC,""Owner of Record," or "N/A"** are not acceptable. The listing must be updated with the **actual name of the property owner.**

Agent Interest Not Disclosed

The listing indicates that the **listing agent has an ownership or financial interest in the property,** but this disclosure is **not included in the Public Remarks section** of the MLS listing as required.

Missing or Incomplete Property Address

Reference: Section 1.16- Property Addresses

The listing does not include a valid **property address or parcel identification number.** If neither is available, the listing must contain a **legal description sufficient to identify the property location**.

(Amended 05/2021)