



MLS RULES AND REGULATIONS POLICY

The Southwest Louisiana Association of REALTORS MLS Rules & Regs.

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Section 1 AUTHORITY

The Southwest Louisiana Association of REALTORS® Multiple Listing Service may maintain a Multiple Listing Service (“MLS”) or other “Services” for the use of licensed real estate Brokers and Salespersons and licensed or certified Appraisers under the terms of these rules as from time to time amended.

Section 2 PURPOSE.

SWLAR MLS as a Multiple Listing Service is in the business of providing information and services to real estate brokers, agents, or appraisers for use in their professional activities by:

- a) Collecting from real estate agents, brokers or appraisers real-estate information and data, including but not limited to listing information.
- b) Enhancement and organization of that information and data with other property information to create property records.
- c) Distribution and display of those collected property records to real estate brokers and appraisers for their use in listing, selling, leasing, and valuing real estate for the benefit of consumers.
- d) Distribution of those collected property records to non-broker entities that use the property records to support real estate transactions or the real estate industry.
- e) Providing services, rules and systems that facilitate the cooperation between different brokers, and agents to represent clients in real estate transactions.

Any matter not specifically addressed in these MLS Rules shall be governed by the policies and procedures set forth by the NATIONAL ASSOCIATION OF REALTORS® (“NAR”), including but not limited to the NAR “Handbook on Multiple Listing Policy,” as amended from time to time, which is incorporated herein by reference. The NAR Handbook on Multiple Listing Policy shall not be interpreted as requiring any constituent member association or member to adopt or follow any policy that contravenes applicable law.

A Multiple Listing Service is a means by which authorized Participants decide to cooperate with one another for the benefit of each of their respective clients; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and serves as a facility for the orderly correlation and dissemination of listing information among Participants to better serve their clients, customers, and the public.

Section 3 THE MLS COMMITTEE.

The MLS shall be governed by The Southwest Louisiana Board of Directors (hereinafter “Board of Directors”) in accordance with its articles of incorporation and its bylaws. Committees may be established to perform such functions as may be delegated, but all actions of committees shall be subject to the approval and confirmation of the Board of Directors.

Governance includes making changes to and enforcing the MLS Rules, subject to the final approval of The Southwest Louisiana Association of REALTORS Board of Directors. Any changes to the MLS Rules become effective upon approval by The Southwest Louisiana Association of REALTORS Board of Directors. Participants’ and Subscribers’ ongoing and continued use of and access to the SWLAR MLS constitutes their consent to be bound by the MLS Rules, both as they exist now and as may be amended in the future.

Section 4 PARTICIPATION AND AUTHORIZED ACCESS.

SECTION 4.1 PARTICIPANT

A Participant is any individual who applies and is accepted by the MLS and meets and continues to meet all of the following requirements of either a Broker Participant or an Appraiser Participant as defined below in Sections 4.1.1 and 4.1.2.

The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

Section 4.1.1 BROKER PARTICIPANT

- a) A Broker Participant is a Participant who meets all the following requirements:
- b) The individual or corporation, for whom the individual acts as the Broker/officer, holds a valid Louisiana Real Estate Broker's license. The licensed Broker may designate another affiliated licensee to act on the Broker's behalf for purposes authorized by these Rules.
- c) The individual is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal.
- d) The individual or corporation for whom the individual acts as a Broker/officer agrees to cooperate with other Participant Brokers in the capacity of a Real Estate Broker;
- e) The individual has signed a written agreement to abide by the rules of the MLS in force at that time and as from time to time amended.
- f) The individual pays all applicable MLS fees.

SECTION 4.1.2 APPRAISER PARTICIPANT.

An Appraiser Participant is a Participant who meets all the following requirements:

- a) The individual holds a valid Louisiana Appraiser's certification or license issued by the Louisiana Real Estate Appraisers Board (LREAB);
- b) The individual is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal;
- c) The individual has signed a written agreement to abide by the rules of the MLS in force at that time and as from time to time amended;
- d) The individual pays all applicable MLS fees.

SECTION 4.1.3 REDUNDANT PARTICIPANT QUALIFICATIONS.

Participant type (Broker or Appraiser) must be selected during application for participation. A Participant with both a Louisiana Real Estate Broker's license and a Louisiana Appraiser's certification or license must join as a "Broker Participant" to be a Listing Broker (see Section 4.5), or Buyer Broker (see Section 4.6).

SECTION 4.2 SUBSCRIBER.

A Subscriber is an individual who applies and is accepted by the MLS, and meets and continues to meet all of the following requirements of either a R.E. Subscriber or Appraiser Subscriber as defined below in Sections 4.2.1 and 4.2.2:

SECTION 4.2.1 R.E. SUBSCRIBER.

A R.E. Subscriber is a Subscriber who meets all the following requirements:

- a) The individual holds a valid Louisiana real estate salesperson's or broker's license;
- b) The individual is employed by or affiliated as an independent contractor with a Broker Participant;
- c) The individual agrees to cooperate with other Subscriber Agents and Participant Brokers in the handling of any real estate transaction;
- d) The individual has signed a written agreement to abide by the rules and regulation of the service in force at that time and as from time to time amended;
- e) The individual pays all applicable MLS fees.

SECTION 4.2.2 APPRAISER SUBSCRIBER.

An Appraiser Subscriber is a Subscriber who meets all of the following requirements:

- a) The individual holds a valid Louisiana real estate appraiser's certification or license issued by the LREAB;
- b) The individual is employed by or affiliated as an independent contractor with an Appraiser Participant;
- c) The individual has signed a written agreement to abide by the rules and policies of the service in force at that time and as from time to time amended;
- d) The individual pays all applicable MLS fees.

SECTION 4.2.3 REDUNDANT SUBSCRIBER QUALIFICATIONS.

Subscriber type (R.E. or Appraiser) must correlate to the participant type. A Subscriber who is both a Louisiana Real Estate Licensee and a Louisiana certified or licensed Appraiser must join as a "R.E. Subscriber," unless the employing or affiliated Participant is an Appraiser Participant.

SECTION 4.3 UNLICENSED ADMIN USER.

Individuals (unlicensed) that use the MLS for clerical tasks such as entering listings and/or searching the database and are under the direct supervision of a Participant, Subscriber or Appraiser, may be given access to the MLS by a unique and individual passcode. The Assistant passcode will be directly linked to the Assistant's employer and will be terminated if said employer should become inactive in the MLS. An Assistant must adhere to the following requirements:

SECTION 4.3.1 ASSISTANT FEES.

The Assistant fees will be up to date as set forth by the SWLAR MLS;

SECTION 4.3.2 ASSISTANT WRITTEN AGREEMENT.

The Assistant will have signed a written agreement to abide by the rules and policies SWLAR MLS and will be required to either attend MLS orientation;

SECTION 4.3.3 ASSISTANT INFORMATION.

The Assistant will only relay MLS information to his/her employer and not to members of the public, and/or other SWLAR MLS participants, subscribers or appraisers;

SECTION 4.3.4 ASSISTANT IDENTIFICATION.

The Assistant may not be identified as an agent or contact person for a property listed with the MLS;

SECTION 4.4 PARTICIPATION NOT TRANSFERABLE.

Participation in the MLS is on an individual basis and may not be transferred or sold to any corporation, firm, or other individual. Any reimbursement of MLS fees is a matter of negotiation between those transferring the business or determined by internal contract arrangement within the firm. However, providing the first participant consents, SWLAR MLS shall allow a firm to designate a different person as a participant within the firm without additional initial participation fees. The SWLAR MLS may charge an administrative fee for this service of reassigning participants within a firm.

SECTION 4.5 NOTIFICATION OF MLS USERS.

Each Participant shall immediately notify the SWLAR MLS of any changes affecting individuals with MLS access affiliated with the Participant or the Participant's firm. Notification shall include, but is not limited to, users who join the firm, transfer to another firm, leave the firm, leave the real estate industry, or otherwise require their MLS access to be added, modified, transferred, or terminated. This requirement applies to all MLS users, including licensed and unlicensed assistants.

SECTION 4.6 LISTING BROKER DEFINED.

For purposes of these MLS rules, a listing broker is a broker participant who is also a listing agent, who has obtained a written listing agreement by which the listing broker has been authorized to act as an agent to sell or lease the property or to find or obtain a buyer(s) or tenant(s). Whenever these rules refer to the listing broker, the term shall include a subscriber in addition to the participant or a licensee retained by the listing broker but shall not relieve the listing broker of responsibility for the act or rule specified.

SECTION 4.7 BUYER BROKER DEFINED.

For purposes of these MLS rules, a buyer broker is a broker participant who is also a buyer's, who acts in cooperation with a listing broker to find or obtain a buyer(s) or tenant(s) for a listed property. The buyer broker may be the agent of the buyer(s) or, if subagency is offered and accepted, may be the agent of the seller(s). Whenever these rules refer to the buyer broker, the term shall include a subscriber in addition to the participant or licensee retained by the buyer broker but shall not relieve that broker participant of responsibility for the act or rule specified.

SECTION 4.8 APPRAISER DEFINED.

For purposes of these MLS rules, an appraiser is an appraiser participant, appraiser subscriber, or a licensed or certified appraiser acting for the appraiser participant or appraiser subscriber. Whenever these rules refer to the appraiser, the term shall also include the appraiser subscriber, or a licensed or certified appraiser employed by or affiliated as an independent contractor with the firm that employs the appraiser but shall not relieve that appraiser participant of responsibility for the act or rule specified.

SECTION 4.9 AUTHORIZATION FOR MANDATORY TRAINING.

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

SECTION 4.9.1 NEW USER TRAINING

New users are required to complete orientation program of no more than eight (8) classroom hours within ninety (90) days after access has been provided. The orientation program may be attended in person or through remote means. An individual who has previously completed comparable MLS orientation or training may satisfy this requirement by providing proof of such training, subject to approval by the MLS. Failure to complete the required orientation or provide approved proof of comparable training shall result in termination of all MLS privileges unless an extension has been granted by SWLAR.

SECTION 4.10 SUBJECT TO MLS RULES.

By becoming and remaining a Participant, Subscriber or Admin User, each Participant, Subscriber and Admin User agrees to be subject to these MLS Rules and Policies.

Section 5 MLS FEES AND CHARGES

SECTION 5.1 SERVICE FEES AND CHARGES.

The SWLAR Board of Directors shall establish a schedule of MLS fees applicable to the MLS, which may include the following service fees and charges:

SECTION 5.1.1 INITIAL PARTICIPATION AND/OR APPLICATION FEE.

Applicants for MLS services may be assessed initial participation and/or application fees.

SECTION 5.1.2 RECURRING PARTICIPATION FEE.

The recurring participation fee of each Broker Participant shall be an amount equal to the fee set for each individual times the total number of (1) the Broker Participant, plus (2) the number of Salespersons who have access to and use of the MLS, whether licensed as Brokers or as Salespersons, who are employed by or affiliated as independent contractors with such Participant or the Participant's firm. If more than one principal Broker in the same firm elects to be a Participant, the number of Salespersons in the firm will only be used once in calculating the recurring participation fees. A Broker Participant is not obligated to pay recurring participation fees or other MLS fees and charges for real estate licensees affiliated with the Participant or the Participant's firm if such licensees work out of a branch office of the Participant or the Participant's firm that does not participate in or otherwise use the MLS.

The recurring participation fee of each Appraiser Participant shall be an amount times the total number of (1) the Appraiser Participant, plus (2) the number of Appraisers who have access to and use of the MLS, who are employed by or affiliated as independent contractors with such Participant or the Participant's firm. If more than one principal Appraiser in the same firm elects to be a Participant, the number of Appraisers in the firm will only be used once in calculating the recurring participation fees. An Appraiser Participant is not obligated to pay recurring participation fees or other MLS fees and charges for licensed or certified Appraisers

affiliated with the Participant or the Participant's firm if such Appraisers work out of a branch office of the Participant or the Participant's firm that does not participate in or otherwise use the MLS.

SECTION 5.1.3 OTHER FEES.

Other fees that are reasonably related to the operation of the MLS may be adopted.

SECTION 5.2 RESPONSIBILITY FOR FEES.

In the event the SWLAR MLS allows for direct billing or payment by a Subscriber for fees under these rules, such fees shall be the exclusive obligation of that Subscriber regardless of whether such Subscriber becomes affiliated with a different Participant. If the MLS does not allow for direct billing or payment by a Subscriber for MLS fees, such fees shall be the responsibility of the Participant with whom the Subscriber was affiliated with at the time the MLS fees were incurred. This section does not preclude in any way the ability of Participants to pursue reimbursement of MLS fees from current or past Subscribers or to establish agreements with Subscribers regarding payment or reimbursement of MLS fees.

Section 6 REGIONAL AND RECIPROCAL AGREEMENTS.

The SWLAR Board of Directors may approve and enter into regional or reciprocal agreements with AORs or MLS corporations owned or governed solely by AORs or licensed real estate brokers to allow the other MLS participants and subscribers access to the MLS in exchange for comparable benefits to the Participants and Subscribers of this MLS. In the event of such agreements, the Participants and Subscribers agree to abide by the respective rules of the other MLSs receiving and publishing a listing pursuant to such agreements and to abide by such rules when accessing the other databases or datasets.

Section 7 LISTING PROCEDURES.

SECTION 7.1 LISTINGS SUBJECT TO RULES OF THE MLS.

Any listing filed with the MLS by a Listing Broker is subject to the rules of the MLS.

SECTION 7.2 PROPERTY ALREADY LISTED BY ANOTHER AGENT/BROKER.

The MLS allows one listing per property type for a specific property. There may be situations where more than one Broker believes they have a valid listing agreement for the same property. The MLS and/or Association cannot determine the validity of claims of competing contracts. It is the responsibility of the Brokers and seller to resolve the validity question prior to entering a listing into the MLS. Entering a listing into the MLS without a valid listing agreement is a violation of MLS Rules. Failure to remove a listing from the MLS following cancelation or expiration is a violation of MLS Rules.

SECTION 7.3 LISTING AND CO-LISTING AGENTS/BROKERS.

Only the listings of Participants and Subscribers will be accepted by the MLS. Inclusion of co-listings where the co-listing broker/agent is not a Participant or Subscriber in the MLS, or a Participant or Subscriber of a data share partner MLS, is prohibited.

SECTION 7.4 LIST PRICE.

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.

SECTION 7.5 TYPES OF LISTINGS; RESPONSIBILITY FOR CLASSIFICATION.

The MLS shall accept listing types that satisfy the requirements of these MLS Rules. The MLS does not regulate the types of listings Participants may take. However, the MLS may determine the types of listings it will accept for inclusion in the MLS compilation. Participants remain free to accept listing agreements that are not accepted by the MLS, provided such listings are handled outside of the MLS.

SECTION 7.5.1 THE MLS ACCEPTS THE FOLLOWING TYPES OF LISTINGS:

- a) EXCLUSIVE RIGHT-TO-SELL: A listing agreement in which the Listing Broker is granted the exclusive right to market the property and the seller agrees that the Listing Broker is entitled to compensation upon the sale of the property, subject to any stated exceptions allowed under the listing agreement.
- b) EXCLUSIVE AGENCY: A listing agreement in which the Listing Broker is authorized to market the property and cooperate with other brokers, while the seller retains the right to sell the property independently without the involvement of the Listing Broker, subject to the terms of the listing agreement.
- c) PROBATE: A listing involving probate proceedings, including conservatorships, guardianships, and similar protective proceedings in Louisiana courts.
- d) LIMITED SERVICE LISTING: See 7.5.3
- e) AUCTION: A listing involving the sale of property through an auction process that satisfies the requirements of these MLS Rules.

SECTION 7.5.2 THE MLS DOES NOT ACCEPT THE FOLLOWING TYPES OF LISTINGS:

- a) OPEN: A listing agreement that allows multiple brokers or the seller to market the property without an exclusive agency relationship. Open listings shall not be accepted except where acceptance is required by law.
- b) NET: A listing agreement in which the broker's compensation is based on the amount received above a specified net amount to the seller. Net listings shall not be accepted due to ethical concerns and legal restrictions.

The MLS does not require Participants to use a specific listing agreement form; however, the format used must be acceptable for the type of property and may require completion of an MLS property data form. A listing agreement submitted to the MLS must contain the seller's written authorization permitting the agreement to be submitted to the MLS.

The MLS reserves the right to reject any listing form or submission that does not adequately protect the interests of the public and Participants or that creates, directly or indirectly, a contractual relationship between the MLS and the client.

Exclusive right-to-sell listings that contain exceptions whereby the owner need not pay compensation if the property is sold to particular individuals shall remain classified for purposes of these rules as an exclusive right-to-sell listing; however, the Listing Broker shall disclose all applicable exceptions.

It shall be the responsibility of the Listing Broker to properly classify the type of listing and, if necessary, obtain a legal opinion to determine the correct classification. By classifying the

type of listing, the Listing Broker certifies that the listing falls under the legal classification designated.

The MLS shall have no affirmative responsibility to verify the listing type of any listing filed with the MLS. However, the MLS shall have the right to have legal counsel make a determination as to the classification of the listing type. If the Listing Broker does not reclassify the listing accordingly, the MLS shall have the right to reject or remove any listing that the MLS determines falsely represents the classification of listing type.

SECTION 7.5.3 SCOPE OF SERVICE; LIMITED SERVICE LISTINGS.

Limited Service listings are listings whereby the Listing Broker, pursuant to the listing agreement, will not provide one, or more, of the following services:

- a) Provide Buyer Brokers with any additional information regarding the property not already displayed in the MLS, but instead gives Buyer Brokers authority to contact the seller(s) directly for further information;
- b) Accept and present to the seller(s) offers to purchase procured by Buyer Brokers, but instead gives Buyer Brokers authority to present offers to purchase directly to the seller(s);
- c) Advise the seller(s) as to the merits of offers to purchase;
- d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- e) Participate on the seller's(s') behalf in negotiations leading to the sale of the listed property.

Said Limited Service listings will be identified with an appropriate code or symbol (e.g., "LS") in MLS compilations so potential Buyer Brokers will be aware of the extent of the services the Listing Broker will provide to the seller(s), and any potential for Buyer Brokers being asked to provide some or all of these services to Listing Broker's clients, prior to initiating efforts to show or sell the property.

SECTION 7.5.4 SCOPE OF SERVICE; LEGAL OBLIGATIONS.

The scope of service classifications set forth in these Rules do not alter any obligations otherwise imposed on real estate licensees under Louisiana law. The MLS's acceptance or publication of listings eligible for MLS submission in no way constitutes a validation that said obligations have been met.

SECTION 7.6 TYPES OF PROPERTIES; RESPONSIBILITY FOR CLASSIFICATION.

The MLS shall accept listings that satisfy the requirements of these rules on the following types of property:

- | | |
|-----------------------|-------------------------|
| a) Residential | d) Lots and Land |
| b) Residential Lease | e) Commercial |
| c) Residential Income | f) Commercial Lease |
| | g) Business Opportunity |

It shall be the responsibility of the Listing Broker to properly classify the type of property listed, and if necessary, obtain a legal opinion to determine the correct classification. By classifying the type of property listed, the Listing Broker certifies that the listing falls under the classification designated. The MLS shall

have no affirmative responsibility to verify the property type of any listing filed with the MLS. However, the MLS shall have the right to have legal counsel decide as to the classification of the property type, and if the Listing Broker does not reclassify it accordingly, the MLS shall have the right to reject or remove any such listing that it determines falsely represents the classification of property type listing.

SECTION 7.7 STATUSES.

The following statuses shall apply to listings on the MLS and Listing Broker shall place a listing in the correct status

- | | | |
|--------------------|-------------------------|-----------|
| • Coming Soon | • Active Under Contract | • Expired |
| • MLS Exclusive | • Hold | • Closed |
| • Office Exclusive | • Pending | |
| • Active | • Canceled | |

NOTE: DAM (Days Active on Market): The total number of days a listing has been in the **Active** status and available for sale. **CDOM (Cumulative Days on Market):** The total number of days a property has been continuously marketed for sale across one or more listings, including relists that do not meet the reset requirements.

CDOM – Calculates for all statuses

DAM – Does not calculate for Hold, Pending, Expired, Office Exclusive, and MLS Exclusive

SECTION 7.7.1 COMING SOON:

A valid listing contract exists, and no offer has been accepted. The Listing Broker is in possession of a seller signed instruction to submit the listing as “Coming Soon”. Marketing and Advertising as defined in Rule 7.10 is permitted and shall include language that the property is “Coming Soon” and shall include the date the property will become Active. The property is not available for showings consistent with Rule 9.3. Sign on listing must have a Coming Soon Rider.

Listings entered into SWLAR’s MLS with a Coming Soon Status indicates that the listing brokerage and the seller are preparing the property for sale before the listing’s status is changed to Active. There must be a valid listing agreement between the seller and the listing brokerage. Listing in the Coming Soon status must have their seller’s approval, which must be obtained by using a Coming Soon Seller Authorization form.

Coming Soon status is not intended to give the listing broker an advantage in finding a buyer for the property to the detriment of cooperating brokers or to circumvent the selling of the property on an open market. The intended use of this status is to provide a vehicle for participants and subscribers to notify other cooperating brokers of properties that will be made fully available for showing and marketing after preparations have been completed while still meeting the participants’ obligations for cooperation.

A Coming Soon Listing can be searched within the MLS by other MLS participants and subject to the rules set forth:

- a) A listing contract must have a fully executed by all parties prior to inputting the Coming Soon Listing into the MLS.
- b) A Coming Soon Sellers Authorization Form must be signed by all parties and submitted to the MLS upon request.

- c) Listings with the Coming Soon status will not exceed 14 calendar days.
- d) The listing Coming Soon status may only be used once for a property with the same owner unless the property has been off- market (expired or canceled) for at least 90 days.
- e) The listing must have a “Showing date” entered in the MLS, less or equal to 14 calendar days.
 - i. The listing will automatically become Active on the showing date at 12 AM. If the property is not ready for showing on the Showing Start Date, the property must be canceled until it is ready for showings.
 - ii. The Showing Start Date entered in the MLS can not be changed.
 - iii. Days on Market calculations will begin when the listing becomes Active.
- f) A sign may be placed on the property during the Coming Soon Status period, ONLY if it is entered in the MLS in the Coming Soon status. The sign must prominently display “Coming Soon”
- g) Showings of any kind are not allowed. This includes and is not limited to all real estate professionals, agents at the listing brokerage offices or firm, or potential buyers.

NOTE: the prohibition on showing the listing to real estate professionals and potential buyers must and will be uniformly enforced. Any violation of the rule by allowing the listing to be shown to select agents and potential buyer could lead to a claim of discrimination under the Fair Housing Act and will result in an automatic fine.
- h) Broker or agent Open Houses, Public Open Houses or Estate Sales are not allowed while the listing is in Coming Soon status.
- i) The seller will retain the right for the listing in Coming Soon status to be distributed via MLS data feed to real estate listing sites and for display on broker public advertising websites. Syndication sites including but not limited to (Realtor.com, Homes.com, listhub.com, Zillow)
- j) Louisiana License Law requires the Listing Brokerage to present all offers. If the seller accepts an offer while the property is in the Listed Coming Soon status, the MLS may request a copy of the purchase agreement, and the Listing Broker will submit the agreement in accordance with the MLS policy.

SECTION 7.7.2 MLS EXCLUSIVE:

A valid listing contract exists, and no offer has been accepted. The seller has directed the Listing Broker to submit the property to the MLS for cooperation among MLS Participants and Subscribers, while withholding the listing from IDX, syndication, and other public marketing displays. Marketing and Advertising outside of the MLS is prohibited consistent with seller instructions.

SECTION 7.7.3 OFFICE EXCLUSIVE:

A valid listing contract exists, and the Listing Broker is in possession of a seller signed instruction directing the property not be submitted to the MLS or publicly marketed. Marketing and Advertising as defined in Rule 7.10 is prohibited outside of the listing brokerage. The property may only be marketed internally within the listing brokerage.

SECTION 7.7.4 ACTIVE:

A valid listing contract exists, and no offer (with or without contingencies) has been accepted. Marketing and Advertising as defined in Rule 7.10 is permitted.

SECTION 7.7.5 ACTIVE UNDER CONTRACT:

Offer accepted and either: 1) seller requests that the property remain in an On Market status and is looking for backup offers; 2) the sale is subject to court or other third party approval; or 3) the sale is contingent upon the sale of another property. See Contingency Rule 7.14. Marketing and advertising, as defined in Rule 7.10, is permitted.

SECTION 7.7.6 HOLD:

A valid listing contract exists, and no offer has been accepted. The Listing Broker is in possession of a seller written instruction to submit the listing as "Hold" This instruction may be due to various reasons such as multiple quality offers already received, repairs, illness, guests, etc. Marketing and Advertising as defined in Rule 7.10 is not permitted. The property is not available for showings consistent with Rule 9.3.

SECTION 7.7.7 PENDING:

The seller has accepted an offer and is not soliciting offers through the MLS. Any Marketing or Advertising of the property while in Pending status will not be considered a violation of Rule 7.10.

SECTION 7.7.8 CANCELED:

The listing agreement has been canceled.

- A listing in **Canceled** status may not be relisted by the same Listing Brokerage for a period of **fourteen (14) calendar days** from the effective date of cancellation

SECTION 7.7.9 EXPIRED:

The listing agreement has expired. The time frame of the existing listing contract has run out.

- a) The property may not be entered as a new listing by the same Listing Brokerage until fourteen (14) calendar days have elapsed from the expiration date.
- b) The Listing Brokerage may reactivate the existing listing within seven (7) calendar days of the expiration date.
- c) After seven (7) calendar days, reactivation of the existing listing requires submission of a written extension or renewal of the listing agreement to the MLS office.

SECTION 7.7.10 CLOSED:

The transaction has closed. Ownership has transferred for a sale, or the property has been leased.

SECTION 7.8 COMPLIANCE WITH LOUISIANA AND FEDERAL LAW.

Notwithstanding any other provision of these MLS rules to the contrary, the MLS shall accept any listing that it is required to accept under Louisiana or federal law.

SECTION 7.9 MANDATORY DELIVERY OF LISTING AGREEMENT.

Listing Broker shall input into the MLS all properties located in the MLS Service Area within two (2) Business Days of the Effective Date of any listing agreement on any exclusive right to sell/lease or seller reserved listing agreement on one to four-unit residential property and vacant lots. The Effective Date of a listing agreement is the later of all necessary signatures of the seller(s) have been obtained, or at the

beginning date of the listing as specified in the contract. All necessary signatures are those needed to create an enforceable listing, which generally means all named signatories to the listing agreement. In the event there are known additional property owners not made a signatory to the listing, the Listing Broker shall disclose said fact to the MLS and state whether the listed seller will make the sale contingent on the consent of the additional property owners. In the event the listing agent is prevented from complying with the 2-day time period due to seller's delay in returning the signed listing agreement, the Listing Broker must deliver the listing to the MLS within 2 days of receipt back from seller. The SWLAR MLS may require the Listing Broker to present documentation to the SWLAR MLS evidencing the seller's delayed transmission. Only those listings that are within the service area of the MLS must be input. Open listings or listings of property located outside the MLS's service area (see Section 7.10) are not required by the MLS but may be input at the Broker Participant's option. Violations of this Rule may result in modifications being made to the DAM count of any listing at issue as provided for in Section 14.

SECTION 7.9.1 OFFICE EXCLUSIVES.

Listings that are subject to the above identified listing agreements, but which have not been placed in the MLS for cooperation must be submitted to the MLS in accordance with the requirements of Rule 7.9. Registered listings shall not be made available for viewing, or cooperation in the MLS database to cooperating Participants and DAM shall not calculate on an Office Exclusive listing. Office Exclusive listings are subject to the requirements of Rule 7.10.

SECTION 7.10 MANDATORY SUBMISSION UPON MARKETING.

Within one (1) business day of marketing or advertising a residential property to any member of the public for sale which contains one to four units, or is a residential vacant land lot which is subject to any exclusive right to sell or seller reserved listing agreement, the Listing Broker must submit the property into the MLS for cooperation with other SWLAR MLS participants. Marketing and advertising includes, but is not limited to, any information about the property or its availability for sale displayed on any: signs, websites, social media, brokerage or franchise operated websites, communications (verbal or written), multi-brokerage or franchise listing sharing networks, flyers or written material, on any applications, or by conducting an open house. Any individual or entity that has signed, within the previous year a Disclosure Regarding Real Estate Agency Relationship form in compliance with Louisiana Revised Statutes Title 37, Section 1446 that identifies the Listing Broker shall not be considered a "member of the public" under this rule. Violations of this Rule may result in modifications being made to the DAM count of any listing at issue as provided for in Section 14.

SECTION 7.10.1 NO COOPERATION LISTING.

If the seller in writing refuses to permit the property listing to be marketed or advertised as defined by Rule 7.10, and also instructs the Listing Broker to not disseminate the listing in the MLS, the Listing Broker shall obtain a written instruction from the seller instructing the Listing Broker to do no marketing or advertising and refuses to authorize the listing to be disseminated by the MLS. The instruction shall include an advisory to seller that, in keeping the listing off the MLS,

- 1) No marketing or advertising of any kind will occur
- 2) Real estate agents and brokers from other real estate offices, and their buyer clients, who have access to the MLS may not be aware seller's property is for sale,

- 3) Seller's property will not be included on any real estate Internet sites or applications that are used by the public to search for property listings,
- 4) Real estate agents, brokers and members of the public may be unaware of the terms and conditions under which seller is marketing the property, and
- 5) The reduction in exposure of the listing may lower the number of offers made on the property and may adversely impact the overall price.

SECTION 7.11 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 MLS. Listings of property located outside of the MLS's Service area will be accepted if submitted voluntarily by a participant but cannot be required by the MLS. SWLAR MLS service area include the following Parishes Calcasieu, Jeff Davis, and Cameron.

SECTION 7.12 CHANGE OF LISTING INFORMATION.

Listing Brokers shall submit any change in listing information, including the listed price or other change in the original listing agreement, to the MLS within 2 days after the authorized change is received by the Listing Broker. By submitting such changes to the MLS, the Listing Broker represents that the listing contract has been modified in writing to reflect such change or that the Listing Broker has obtained other legally sufficient written authorization to make such change.

SECTION 7.13 REMOVAL OF LISTING PRIOR TO EXPIRATION.

Listings of property must be removed from the MLS by the Listing Broker before the expiration date of the listing agreement if the Listing Broker has received written instructions from the seller to remove the listing from the MLS. Listing Broker may remove any listing from the MLS two (2) business days after providing seller with written notice of the broker's intention to remove the listing based on a dispute with the seller regarding the terms of the listing agreement. The MLS may require the Listing Broker to provide a copy of any notice of dispute or any written instructions from the seller. Sellers do not have the unilateral right to require the MLS to cancel any listing. However, the MLS reserves the right to remove a listing from the MLS data base if the seller can document that his or her listing agreement with the Listing Broker has been terminated or is invalid. Withdrawal from the MLS with the seller's consent does not relieve the obligation of the Listing Broker to report the sale and sales price if it closes escrow while the seller is represented by the Listing Broker.

SECTION 7.14 CONTINGENCIES.

Any contingency or condition of any term in a listing shall be specified and noticed to the participants by stating the contingency in the first line of the public remarks. Contingency must be dependent upon sell of Buyer property, unless the property is subject to auction.

The Listing Broker shall report to the multiple listing service within one(1) Business Day that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

NOTE: Contingencies do NOT INCLUDE: Financing, Appraisal, Inspections, Zoning, Title.

SECTION 7.15 DETAIL ON LISTINGS FILED WITH THE MLS.

Electronically input data, when filed with the MLS by the Listing Broker, shall be complete in every detail, including full gross listing price, termination date, , and any other item required to be included as determined by the SWLAR Board of Directors. If incomplete and not corrected within 2 days, the Broker Participant and R.E. Subscriber may be subject to penalties for failure to submit the complete property data in a timely manner.

SECTION 7.16 NO OFFERS OF COMPENSATION IN THE MLS.

For all Property Types, a Listing Broker may not input, or otherwise use the MLS in any capacity, in any field, media, or document uploaded to the MLS, to offer or convey any willingness to offer or consider, any type of compensation to a Buyer/Tenant Broker. This prohibition on compensation in the MLS applies whether any actual amount or specific type of compensation is offered, and regardless of how the offer or willingness is expressed or characterized.

SECTION 7.16.1 OFFERS OF CONCESSIONS IN THE MLS.

A Listing Broker may input in the MLS any information, amount, offer, invitation to offer, or expression of willingness to provide or consider concessions to a Buyer/Tenant from the Seller/Landlord in a transaction on the listing, so long as any such communication of a concession does not limit or condition the concession on being used to pay any Buyer/Tenant Broker or other Buyer representative. Listing Brokers must place any such information regarding Seller concessions in the Public Remarks/Property Description field.

SECTION 7.17 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 a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

SECTION 7.18 DISCLOSURE OF COMPENSATION.

Listing Broker must disclose to prospective sellers or landlords 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. Listing Broker must conspicuously disclose in writing to sellers, and obtain seller's authority, for any payments or offer of payment that the Listing Broker or seller will make to another broker, agent or other representative (e.g., real estate attorney) acting for buyers. The 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.

SECTION 7.19 CONSENT TO ACT AS DUAL AGENT.

By listing a property and offering to cooperate with Buyer Broker, the Listing Broker is not automatically representing that the seller(s) have consented to the Buyer Broker acting as a dual agent representing both the buyer(s) and the seller(s). No Buyer Broker shall act as both an agent of the buyer(s) and the seller(s) without first contacting the Listing Broker and ascertaining that the seller(s) have consented to such dual agency.

SECTION 7.20 AUCTION AND NEW CONSTRUCTION LISTINGS.

SECTION 7.20.1 AUCTION LISTINGS.

Only auction listings which comply with these MLS Rules and Policies, including, but not limited to Sections 7.13 and 7.14, may be submitted to the Service. Auction listings entered into the MLS system shall have listing contracts as required under these Rules, be clearly labeled as auction listings, and provide all the terms and conditions of the auction. Reserve auctions are not permitted on the MLS. Auction listings shall further specify the following:

- a) The list price, which shall be seller's minimum acceptable bid price;
- b) The date, time and place of the auction;
- c) All required procedures for Buyer's Broker to register their representation of a potential bidder;
- d) The amount of the buyer's premium, if any;
- e) The time or manner in which potential bidders may inspect the listed property;
- f) Whether or not the seller will accept a purchase offer prior to the scheduled auction; and
- g) Any other material rules or procedures for the auction, and;
- h) Upon acceptance of any bid that concludes the auction such that no additional bids are accepted, the listing status shall be changed to Pending.

Subsections (b) through (g) above shall not appear in a listing's Public Remarks, but may be placed in private remarks.

SECTION 7.20.2 NEW CONSTRUCTION LISTINGS:

- a) Any new or incomplete construction home or builder lot entered in the Residential class must have plans. Residential lots cannot be entered in the Residential class without plans. Lots without plans must be entered in the Land class. All listing photos must comply with the MLS Photo Rules.
- b) If a property is entered in the Residential class as To Be Built or Under Construction, a slab must be poured within 30 days of the listing entry date. If a slab has not been poured within 30 days, the listing must be removed from the Residential class and entered in the Land class.

SECTION 7.21 NO DISCLOSURE OF LISTING BROKER OR TOTAL COMMISSION.

Listing Broker may not in any field, media or document inputted into the MLS disclose the Listing Broker's commission or the total amount of commission charged by the Listing Broker to the Seller. Nothing in this rule shall limit the ability of the Listing Broker to report the fact that a Seller has paid an amount either directly to or through the Listing Broker to a Buyer's Broker for a specific property. MLS will not collect the total amount charged or collected by a Buyer Broker but will only collect the amount paid by a Seller to a Buyer's Broker.

SECTION 7.22 BROKER PARTICIPANT OR R.E. SUBSCRIBER AS PRINCIPAL.

If a Listing Broker, including any Subscriber has any interest in a property, the listing which is disseminated through the MLS shall contain a disclosure of that interest on the MLS.

SECTION 7.23 MULTIPLE UNIT PROPERTIES.

All properties which are to be sold or which may be sold separately must be indicated individually in the MLS and will be published separately. When part of a listed property has been sold, the Listing Broker shall input the appropriate changes on the MLS within 2 days.

SECTION 7.24 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS.

- a) Listings shall be changed to the appropriate off-market status on the expiration date specified on the listing unless the listing is extended or renewed by the Listing Broker.
- b) The Listing Broker shall obtain written authorization from the seller(s) before filing any extension or renewal of a listing.
- c) The Listing Broker may modify the status of an expired listing within seven (7) days of the Expiration date. At any time and for any reason, the MLS has the right to request a copy of the seller's written authorization to extend or renew a listing.
- d) The calculation of Days Active in MLS (DAM) is based on the MLS #. The calculation of Cumulative Days Active in MLS (CDAM) is based on APN # or address and will accumulate until a change of ownership has occurred or the property is not available for sale and no listing agreement is in effect for a period of 90 days or more.
- e) At any time and for any reason, the MLS has the right to request a copy of the seller's(s') written authorization to extend or renew a listing. If a Listing Broker is requested to provide a copy of such authorization and does not do so within 2 days of the request, the listing shall be subject to immediate removal from the MLS.

SECTION 7.24.2 EXTENSION FOR PROTECTED BUYER.

In the event a Listing Broker's listing has Expired or been Canceled, but a commission extension right for a protected buyer has been timely activated in the listing agreement and Listing Broker represents seller in said transaction, Listing Broker may be considered the "listing broker" for MLS reporting of sale so long as satisfactory documentation is presented to MLS.

SECTION 7.25 LISTINGS OF PARTICIPANTS OR SUBSCRIBERS SUSPENDED, EXPELLED, OR RESIGNED.

SECTION 7.25.1 FAILURE TO PAY MLS FEES; RESIGNATION.

When a Participant or Subscriber of the MLS is suspended or expelled from the MLS for failure to pay MLS fees or charges, or if the Participant or Subscriber resigns from the MLS, the MLS shall cease to provide services to such Participant or Subscriber, including continued inclusion of listings in the MLS compilation of current listing information. Before any listings are removed from the MLS pursuant to this section, the suspended Participant shall receive written notice of the intended removal. The Participant shall be solely responsible for notifying the seller(s) that the property is no longer listed in the MLS.

SECTION 7.25.2 VIOLATIONS OF MLS RULES.

When a Participant or Subscriber is suspended or expelled from the MLS for a violation of the MLS Rules, the SWLAR MLS shall cease to provide MLS services to such Participant or Subscriber except that the listings in the MLS at the time of suspension or expulsion shall, at the suspended or expelled Participant's option, be retained in the MLS compilation of current listing information until sold, canceled, 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. Before any listings are removed from the MLS pursuant to this section, the suspended Participant shall receive written notice of the intended removal. The Participant shall be solely responsible for notifying the seller(s) that the property is no longer listed in the MLS..

SECTION 7.26 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS.

The SWLAR MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the SWLAR MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

SECTION 7.27 RIGHT OF LISTING BROKER AND PRESENTATION OF COUNTER-OFFERS.

The Listing Broker has the right to participate in the presentation of any counter-offer made by the seller(s) or lessor(s). The Listing Broker does not have the right to be present at any discussion or evaluation of a counter-offer by the buyer(s) or lessee(s) (except where the Buyer Broker is a subagent). However, if the buyer(s) or lessee(s) give written instructions to the Buyer Broker that the Listing Broker not be present when a counter-offer is presented, the Listing Broker has the right to a copy of the buyer's(s') or lessee's(s') written instructions.

SECTION 7.28 REO DISCLOSURE.

Listing Brokers submitting foreclosure, bank-owned or real estate owned ("REO") listings to the service shall disclose said status upon submission of the listing to the service. Find under special listing conditions.

SECTION 7.29 DISCLOSING POTENTIAL SHORT SALES

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. *(Amended 8/24)*

Section 8 DOCUMENTATION; PERMISSION; ACCURACY OF INFORMATION.

SECTION 8.1 LISTING AGREEMENT AND SELLER'S PERMISSION.

Prior to submitting a listing to the MLS, the Listing Broker shall obtain the written agreement of the seller(s) expressly granting the Listing Broker authority to:

- a) file the listing with the MLS for publication and dissemination to those authorized by the MLS;
- b) act as an agent for the seller(s);
- c) abide by the rules of the MLS;
- d) provide timely notice of status changes of the listing to the MLS;
- e) provide sales information, including selling price, to the MLS upon sale of the property for publication and dissemination to those authorized by the MLS; and
- f) publish sales information after the final closing of a sales transaction in accordance with these MLS rules (See Section 7.7).

SECTION 8.2 WRITTEN DOCUMENTATION.

- a) Any Listing Broker filing any property as a listing with the MLS shall have a written listing agreement with all necessary signatures in their possession. Only listings that create an agency relationship between the seller(s) and the Listing Broker are eligible for submission to the MLS. By submitting a listing to the MLS, Listing Broker represent that they have in their possession such written agreements establishing agency and the represented type of listing agreement.
- b) SWLAR MLS have the right to demand, at any time, a copy of:
 - i. any documentation necessary to verify the adequacy or accuracy of any information reported to the MLS or included in any listing record;
 - ii. any written authorization required under these rules;
 - iii. any documentation relevant to a rules enforcement inquiry or investigation.
- c) If the Participant or Subscriber fails to provide documentation requested by the SWLAR MLS within 2 days, the SWLAR MLS shall have the right to immediately remove the listing from the database.

SECTION 8.3 ACCURACY OF INFORMATION; RESPONSIBILITY FOR ACCURACY.

By inputting information into the MLS computer database, the Listing Broker represents that the information input is accurate to the best of the Listing Broker's knowledge. The Listing Broker shall use good faith efforts to determine the accuracy of the information and shall not submit or input information which the Listing Broker knows to be inaccurate. Upon receipt of the first publication or electronic transfer by the MLS of such information, the Listing Broker shall make all necessary corrections. The MLS merely publishes the MLS information and has no affirmative responsibility to verify the accuracy of the MLS information. The MLS, however, reserves the right to require Participants and Subscribers to change their MLS information if the SWLAR MLS is made aware of alleged inaccuracies in the MLS information and the SWLAR MLS determines that such inaccuracies do in fact exist. The MLS also reserves the right to remove a listing that contains said inaccurate information from the MLS compilation of current listings should Participant or Subscriber refuse or fail to timely correct. A Participant or Subscriber is required to correct

inaccurate information within 2 days after being notified of the inaccuracies by the MLS. If a Participant or Subscriber fails to make necessary or required corrections to their MLS information, the Participant and Subscriber shall indemnify and hold harmless the SWLAR MLS for any claims, cost, damage, or losses, including reasonable attorney fees and court costs, incurred by the MLS as a result of such failure. The SWLAR MLS also reserves the right to remove information and listings from the database when it is clear that inaccurate data has been entered, in addition to disciplining the Participant and Subscriber for violations of the MLS rules. In no event will the SWLAR MLS be liable to any Participant, Subscriber, or any other party for any indirect, special, or consequential damages arising out of any information published in the MLS, and all other damages shall be limited to an amount not to exceed the MLS fees paid by the Listing Broker.

SECTION 8.4 INPUT DEFINED.

All references or uses of the word “input” shall also include information which is submitted to the MLS for input in the MLS database by the SWLAR MLS staff, whether such information was provided to the SWLAR MLS staff on a “property data form” or otherwise.

SECTION 8.5 BUYER, SELLER, PURCHASE, AND SALE DEFINED.

All references to the buyer(s) shall also include tenant(s) and lessee(s). All references to the seller(s) shall also include landlord(s) and lessor(s). All references to a purchase shall also include a lease. All references to a sale shall also include a lease.

SECTION 8.6 LOUISIANA RESIDENTIAL PROPERTY DISCLOSURE REQUIREMENT:

For all Residential Sale listings, the following documents shall be attached to the MLS listing within One (1) Business Day of the listing being entered into the MLS:

- Louisiana Residential Property Disclosure;
- Lead-Based Paint Disclosure, when applicable; and
- Louisiana Sewer Treatment Systems Addendum, when applicable.

Section 9 SELLING PROCEDURES.

SECTION 9.1 SHOWINGS.

Buyer Broker shall follow all showing instructions as set forth in the MLS. Buyer Broker shall only provide access for showing, touring or inspecting a listed property to a client with whom the Buyer Broker has a written agreement that includes the following in a conspicuous location: a) a specific, objectively ascertainable compensation amount or rate, including how any such amount will be determined and the amount of compensation may not be open-ended such as “buyer broker fee shall be whatever amount a seller or listing broker is offering to pay buyer broker or buyer” and b) a term that prohibits Buyer Broker from receiving any fee or compensation that exceeds the amount or rate in the agreement with the buyer, regardless of the source of the payment of the fee and c) a statement that broker fees and commissions are not set by law and are fully negotiable. Nothing in this policy shall impose any restriction or requirement upon the Listing Broker.

SECTION 9.2 DISCLOSING THE EXISTENCE OF OFFERS.

Listing Brokers, in response to inquiries from buyers or Buyer 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 whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a Buyer Broker only if asked.

SECTION 9.3 AVAILABILITY TO SHOW OR INSPECT.

Listing Brokers shall not misrepresent the availability of access to show or inspect a listed property. For any property in which Listing Broker selected a status of Coming Soon or Hold, Listing Broker represents that the property shall have no showings or tours, whether conducted by Listing Broker or otherwise, until such time as the Property is placed in the Active or Active Under Contract status.

SECTION 9.4 PRESENTATION OF OFFERS.

The Listing Broker must make arrangements to present the offer as soon as possible or give the Buyer Broker a satisfactory reason for not doing so. If a seller(s)/landlord(s) has directed that offers from Buyer Brokers are not to be presented for any length of time, seller's direction authorizing such arrangement shall be in writing and Listing Broker shall provide clear and accurate notice of the date of presentation of offers to Participants and Subscribers in the MLS. In the event the Listing Broker will not be participating in the presentation of offers, the Listing Broker shall clearly indicate this fact in the listing information published by the MLS.

SECTION 9.5 SUBMISSION OF OFFERS AND COUNTER-OFFERS.

The Listing Broker shall submit to the seller(s) all offers and counter-offers until closing unless precluded by law, governmental rule, or expressly instructed in writing by the seller(s)/landlord(s) otherwise. If requested by Buyer Broker in writing, Listing Broker shall provide Buyer Broker with Listing Broker's written verification that Buyer Broker's offer was presented (or a written notification that the seller has waived the obligation to have the offer presented), said verification to be provided to

Buyer Broker within 3 days of Buyer Broker's written request. The Buyer Broker acting for a buyer(s)/tenant(s), shall submit to buyer/tenant all offers and counter-offers until acceptance unless precluded by law, governmental rule, or expressly instructed by the buyer(s)/tenant(s) otherwise.

SECTION 9.6 RIGHT OF BUYER BROKER IN PRESENTATION OF OFFER.

The Buyer Broker has the right to participate in the presentation of any offer to purchase he or she secures. The Buyer Broker does not have the right to be present at any discussion or evaluation of that offer by the seller(s) and the Listing Broker. However, if the seller(s) give written instructions to the Listing Broker requesting that the Buyer Broker not be present when an offer the Buyer Broker secured is presented, the Buyer Broker shall convey the offer to the Listing Broker for presentation. In such event, the Buyer Broker shall have the right to receive a copy of the seller's(s') written instructions from the Listing Broker. Nothing in this section diminishes or restricts the Listing Broker's right to control the establishment of appointments for offer presentations.

SECTION 9.7 LISTING BROKER APPROVAL SHOWINGS AND NEGOTIATIONS.

Appointments for showings and negotiations with the seller(s) for the purchase of listed property filed with the MLS shall be conducted through the Listing Broker except under the following circumstances:

- a) The Listing Broker gives the Buyer Broker specific authority to show and/or negotiate directly with the seller(s), or;
- b) After reasonable effort and no less than one(1) Business day, the Buyer Broker cannot contact the Listing Broker or his or her representative. However, the Listing Broker, at his or her option, may preclude such direct negotiations by the Buyer Broker by giving notice to all Participants through the MLS. In the event all showings and negotiations will be conducted solely by the seller(s), the Listing Broker shall clearly set forth such fact in the listing information published by the MLS.

SECTION 9.8 BUYER BROKER AS A BUYER.

If a Buyer Broker wishes to acquire an interest in property listed with a Listing Broker, such contemplated interest shall be disclosed to the Listing Broker prior to the time an offer to purchase is submitted to the Listing Broker.

SECTION 9.9 PHYSICAL PRESENCE OF PARTICIPANT OR SUBSCRIBER.

A Participant or Subscriber must be physically present on the property at all times when providing access to a listed property unless the Seller has consented otherwise.

Section 10 REPORTING SALES AND OTHER INFORMATION TO THE MLS.

SECTION 10.1 REPORTING OF SALES.

- a) Listings with accepted offers shall be reported to the MLS or input into the MLS database as "Pending" or "Active Under Contract" within two (2) business days after acceptance by the seller.
- b) The listing shall be published on the MLS as "pending" or "active under contract" with no price or terms prior to the final closing.
- c) Upon final closing, the Listing Broker shall report or input the listing into the MLS as "Sold" and report the selling price within two (2) business days after the final closing date.
- d) Listings which were not input into the MLS for cooperation as a result of the seller's instructions may be input into the MLS "sold" data at the Listing Broker's option
- e) The MLS may accept the reporting of sales information for comparable purposes about other properties which were not otherwise eligible for input into the MLS but are located in the MLS's service area and "sold" by a Participant who represented a party in the transaction (i.e. broker who represented the seller or broker who represented the buyer), as long as such reporting is authorized by a party in the transaction to the broker who represented it, (if requested by the MLS documentation must be presented to MLS within 2 days), and the circumstances of the representation are disclosed on the Service by the reporting participant or subscriber. Any submission of sales information for comparable purposes must occur within 30 days after close of escrow.

SECTION 10.2 REMOVAL OF LISTINGS FOR REFUSAL/FAILURE TO TIMELY REPORT STATUS CHANGES.

SWLAR MLS is authorized to remove any listing from the MLS compilation of current listings where the Listing Broker has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the Listing Broker shall be advised of the intended removal so the Listing Broker can advise his or her client(s).

SECTION 10.3 REPORTING CANCELLATION OF PENDING SALE.

The Listing Broker shall report to the MLS within 2 days the cancellation of any pending sale and the listing shall be reinstated immediately so long as there is still a valid listing.

SECTION 10.4 REFUSAL TO SELL.

If the seller(s) of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the MLS and to all Participants.

Section 11 OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS.

SECTION 11.1 MLS COMPILATION DEFINED.

The term “MLS compilation” includes, but is not limited to, the MLS computer database, all printouts of data from the MLS computer database, and all MLS publications.

SECTION 11.2 ACTIVE LISTING MLS COMPILATION DEFINED.

“Active listing MLS compilation” shall mean that portion of the MLS compilation which includes listings currently for sale and all other indexes and other information relating to the current listing information.

SECTION 11.3 COMPARABLE DATA MLS COMPILATION DEFINED.

“Comparable Data MLS compilation” shall mean that portion of the MLS compilation that includes the off-market data, sold and appraisal information regarding properties that are not currently for sale, and all indexes and information relating to the sold information compilation.

SECTION 11.4 AUTHORITY TO PUT LISTINGS IN MLS COMPILATION.

By submitting any property listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, renderings or any other representation, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to the MLS or inputting listing information into the MLS compilation, Participants and Subscribers represent and warrant that they have been authorized to grant license and also thereby do grant authority for and license the MLS to include the property listing content in its copyrighted MLS compilation. By submitting any property listing content to the MLS, Participants and Subscribers represent and warrant that they have been authorized to report information about the sales, price and terms of a listing, have authority to grant and also thereby do grant authority for the MLS to include the sold information in its copyrighted MLS compilation.

SECTION 11.5 MEDIA ON THE MLS.

Media is defined as any depiction or expression of works including, but not limited to, photographs, images, drawings, renderings, audio, video, and virtual tours. The Participant/Subscriber submitting Media to the MLS grants SWLAR MLS an irrevocable, unrestricted, transferable, perpetual, royalty-free, non-exclusive license (with right to sublicense) to use, store, reproduce, compile, display and distribute the media as part of its compilation. Submitted Media is any content placed in a listing, or content that is accessible by external links placed in a listing. Media submitted to the MLS is subject to the following:

- a) **Content Restrictions.** Content of Media submitted to the MLS shall be limited to visual representations of the property, anything included in the sale of the property, and/or any amenities or features related to the property. Inclusion of text is permitted in aerial or overview photos only as reasonably necessary to identify features of the land, utilities, size, location, or streets/roads. Written communication, content that may be determined to create a safety hazard or concern, or content that is otherwise deemed to be inappropriate by MLS staff is prohibited. MLS staff shall have the right to remove from the MLS any Media that is in violation of any MLS rule, including but not limited to this section.
- b) **Prior Authorization.** By submitting any media to the MLS, the Participant and Subscriber represent and warrant that they own the right to reproduce and display the media or they have procured such rights and all necessary licenses from appropriate parties. Rights that have been obtained by the Participant/Subscriber from another party shall be fully set forth in a writing that must be in place prior to the submission of the subject Media to the MLS.
- c) **Truthful Representation.** Media submitted to the MLS must be a truthful representation of the property in all respects, including but not limited to the interiors of and views from the property and anything included in the sale of the property. Photos depicting views that are not of the property or from the property, or that are depicting HOA amenities must be captioned as such.
- d) **Subsequent Use of Media.** Use of Media that is included in the MLS Compilation by any subsequent Participant/Subscriber requires prior written authorization from the Participant/Subscriber who previously submitted the Media and any party with the legal right to grant such authorization. Notwithstanding the foregoing, subsequent use of Media which results in double watermarks appearing in the Media is prohibited.
- e) **Branded Media.** Branding of any Media submitted to the MLS is prohibited. Branding is defined as the inclusion of any content in media that can be used to identify any person or entity including but not limited to the listing broker or agent or any franchise or company the broker or agent are affiliated with, contact information for the broker or agent et al, or any other material that is or may be associated with the broker or agent et al. Media content that may be considered Branding includes, but is not limited to: signs, contact information, identifiable persons, logos, slogans, catchphrases, external links or references, team names, or any other items related to the broker or agent et al.

SECTION 11.5.1 MANDATORY SUBMISSION PHOTOGRAPH/RENDERING

All Photos must be submitted to the MLS within two (2) business days of entry of listing and must remain in the listing at all times for all statuses.

1. RESIDENTIAL (Including completed New Construction)

- At least 5 photos are required with the first image being a picture depicting the front exterior

Exemption

- *NEW CONSTRUCTION & TO BE BUILT – 1 photo or rendering is required but once the property closes 5 photos must be added depicting the finished property*

2. LAND/COMMERCIAL - At least one photograph or rendering accurately depicting subject property.

3. BUSINESS OPPORTUNITY entries are exempted from 11.5.1

Exemptions for all

- If applicable, a seller's written instruction to the listing broker expressly directing that photographs/renderings of the subject property not appear in the MLS compilation must be provided to the MLS within two (2) business days of listing entry.

The MLS reserves the right, after notice has been given to the Participant and Subscriber, to remove any listing from the database for failing to comply with this section.

SECTION 11.5.2 DIGITALLY ALTERED IMAGES.

A Subscriber who submits to the MLS any Digitally Altered Image must also (i) submit the original, unaltered version of the digitally altered image, (ii) ensure that the original, unaltered version is displayed in the listing immediately before or after the digitally altered image, and (iii) ensure that the digitally altered image is labeled as "Photo Modified", "Virtually Staged", "Digitally Altered," or "AI Altered," or some accurate substantially similar term in the text field section for the altered photo in the add/edit module.

"Digitally Altered Image" means an image or photo, created by or at the direction of the real estate broker or salesperson, or person acting on their behalf, that has been altered through the use of photo editing software or artificial intelligence to add, remove, or change elements in the image related to furniture or appliances.

"Digitally Altered Image" does not include an image where only slightly enhanced lighting, sharpening, white balance, color correction, angle, straightening, cropping, exposure, or other common photo editing adjustments are made that do not change the representation of the real property.

Pursuant to this section and SWLAR MLS Sections 11.5(c) and 12.10 regarding Truth in Advertising, Subscribers may not add to a listing record any image or photo that has been altered to add, remove, or modify any (i) real property elements including but not limited to flooring, walls, windows, structural elements, cabinetry, paint color, hardscape, landscape, façade, fixtures, or floor plans unless the listed property will be improved to match the altered photo at time of close as part of the listed price, or (ii) elements outside of, or visible from, the property, including, but not limited to, streetlights, utility poles, views through windows, and neighboring properties.

SECTION 11.5.3 REMOVAL OF MEDIA.

The MLS reserves the right, without notice, to remove any Media that does not comply with the MLS Rules and Policies.

SECTION 11.6 COPYRIGHT OWNERSHIP.

Notwithstanding 11.5, the MLS may brand any media submitted as part of a listing entry to protect its rights under this section. All right, title, and interest in each copy of every MLS compilation created and copyrighted by the MLS, and in the copyrights therein, shall at all times remain vested in the MLS. The MLS shall have the right to license such compilations or portions thereof to any entity pursuant to terms agreed upon by the Board of Directors. All right, title, and interest in each copy of every compilation created by any technology solution aggregator, shall, pursuant to agreement with the MLS, at all times remain vested in the aggregator.

SECTION 11.7 LEASING OF MLS COMPILATIONS.

Each Participant shall be entitled to lease from the MLS the number of copies of each MLS compilation of active listing information sufficient to provide the Participant and Subscriber with one copy of such MLS compilation. Participants and Subscribers shall acquire by such lease only the right to use the MLS compilations in accordance with these rules. Unlicensed Admin Users may have access to the information solely under the direction and supervision of the Participant or Subscriber. Unlicensed Admin Users may not provide any MLS compilation or information to persons other than the Participant or the Subscriber under whom the Unlicensed Admin User is registered.

SECTION 11.8 REMOVAL OF MEDIA OR PROPERTY INFORMATION FROM THE MLS.

Information entered in the MLS by users falls into two categories: Media and Property Information. Media consists of photographs, videos, or other imagery. Property Information consists of all information that is not Media.

- a) Property Information may be edited or removed by users at any time so long as the listing is not in a finalized status such as Closed, Cancelled, or Expired.
- b) Media may be edited or removed by users at any time so long as the listing is in Active, Coming Soon, or Hold status.
- c) For sales, editing or removing Media while the listing is subject to a purchase contract, or at closing, by any means including, but not limited to, manipulation of listing status, is a violation of this rule.
- d) All listings remain subject to the minimum photo requirements of Section 11.5.1 at all times, for all statuses.

SECTION 11.9 REMOVAL OF AND RESPONSIBILITY FOR CONTENT.

The MLS has the right, but not the obligation, to reject, pull down, restrict publication of, access to or availability of content the MLS in good faith considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, unlawful or otherwise objectionable. Participants and Subscribers remain solely responsible and liable for the content they provide. In no case will any monitoring or removal of Participants' or Subscribers' content by the MLS make it responsible or liable for such content.

SECTION 11.10 INDEMNIFICATION; LIMITATION OF LIABILITY.

Participant and Subscriber shall defend, indemnify and hold harmless the service and every other Participant and Subscriber ~~for~~ from and against any liability, claims, costs, damage or losses, including reasonable attorney fees and court costs, resulting from or arising out of any content Participant and/or Subscriber submit to or in any way wrongfully reproduce from the Service. In no event will the MLS be liable to any MLS Participant, Subscriber or any other party for any indirect, special or consequential damages arising out of any information published in the MLS and all other damages shall be limited to an amount not to exceed the MLS fees paid by the Listing Broker.

SECTION 11.11 PURSUING COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT.

MLS Participants and Subscribers may not take legal action against another Participant or Subscriber for alleged rules violation(s) unless the complaining Participant or Subscriber has first exhausted the remedies provided in these rules.

- a) **Notice.** Any Participant or Subscriber who believes another Participant or Subscriber 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 or Subscriber may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this section of the MLS rules.
- b) **Response.** Upon receiving a notice, the applicable Committee/Board of Directors will send the notice to the Participant or Subscriber who is accused of unauthorized use. Within ten (10) days from receipt, the Participant or Subscriber 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.
- c) **Determination.** If the Committee/Board of Directors determines that the use of the content was unauthorized, the Committee/Board of Directors may issue sanctions pursuant to 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.
- d) **Court Action If Uncured.** 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.

SECTION 11.12 PARTICIPANT ACCESS AND ENTITLEMENT TO THEIR LISTING INFO; DATA PORTABILITY.

The Service must, upon request, promptly provide a Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all the Participant's off-market listing content available in the MLS system. The delivery charges for the Participant's listing content shall be reasonably related to the actual costs incurred by the MLS. The data feed must be in compliance with the prevailing RESO (Real Estate Standards Organization) standards required by NAR MLS Policy. The Service will not limit the use of the Participant's listing content by the Participant or Participant's designee.

Section 12 PROHIBITIONS AND REQUIREMENTS.

SECTION 12.1 NOTIFICATION OF L.R.E.C. OR L.R.E.A.B. ACTION.

Participants and Subscribers are required to notify the SWLAR MLS within one (1) Business Day of any final action taken by the Louisiana Real Estate Commission (LREC) or Louisiana Real Estate Appraisers Board (LREAB) against the Participant, Subscriber, or any licensee affiliated with the Participant or Subscriber, including, but not limited to, any final decisions restricting, suspending, or revoking a real estate license or Appraiser's certification or license of a Participant, the Participant's firm or corporation under which the Participant or Subscriber acts, or any licensee affiliated with the Participant or the Participant's firm or licensee or Appraiser who was affiliated with the Participant or Participant's firm at the time of the underlying act.

SECTION 12.2 VIOLATIONS OF THE LAW.

If a Participant, Subscriber, Appraiser, or a licensee affiliated with a Participant or Subscriber commits a felony or a crime involving moral turpitude or violates the Real Estate Law or the laws relating to Appraisers, the Participant and Subscriber shall be in violation of this section. However, a Participant or Subscriber shall not be found to have violated this section unless the Participant, Subscriber, Appraiser, or salesperson licensed to the Participant has been convicted, adjudged, or otherwise recorded as guilty by a final judgment of any court of competent jurisdiction of (1) a felony, or (2) a crime involving moral turpitude, or (3) on a determination by any court of competent jurisdiction, or official of the State of Louisiana authorized to make the determination, that the Participant or Subscriber violated a provision of the Louisiana Real Estate Law or a Regulation of the Real Estate Commissioner or law relating to Appraisers.

SECTION 12.3 SUPERVISION OF R.E. LICENSEES AND APPRAISERS.

In addition to the notification requirements of Section 12.1, a Participant may not allow any licensee, under the Participant's license, whose license has been revoked, suspended or restricted by the LREC to use the MLS in any manner while the LREC discipline is in effect except that the licensee may use the MLS under a restricted license providing such use is consistent with and does not violate such license restrictions.

SECTION 12.4 SOLICITATION OF LISTING FILED WITH THE MLS.

Participants and Subscribers shall not solicit a listing filed with the MLS unless such solicitation is consistent with Article 16 of the N.A.R. Code of Ethics, its Standards of Practice, and its Case Interpretations. The purpose of this section is to encourage sellers to permit their properties to be filed with the MLS by protecting them from being solicited through unwanted phone calls, visits, and

communications, prior to expiration of the listing, by Brokers and salespersons seeking the listing upon its expiration. This section is also intended to encourage Brokers to participate in the MLS by assuring them that other Participants and Subscribers will not attempt to persuade the seller(s) to breach the listing agreement or to interfere with the Listing Broker's attempts to market the property. This section does not preclude solicitation of listings under circumstances otherwise permitted under Article 16 of the N.A.R. Code of Ethics, its Standards of Practice, and its Case Interpretations.

SECTION 12.5 MISUSE OF PUBLIC REMARKS.

Information in the public remarks shall only relate to the description, features and condition of the property and related amenities. The following types of information may not be included in the public remarks:

- Contact information of any kind;
- Branded content (as defined in Section 11.5(e));
- Links to external websites of any kind, including but not limited to, agent or broker sites, video tours, virtual showing or open house tools, vendor sites, or offer submission/application/auction platforms;
- Showing instructions or open house information;
- Information regarding lockboxes, alarms, gate or other security codes, or occupancy status of the property (a statement that the property shall be delivered vacant is not a violation of this section).
- Information deemed to create an unsafe or unsecure circumstance related to the listed property, property occupants, real estate practitioners, or the public;
- Information directed toward agents or brokers, including but not limited to, references to compensation, commission sharing, commissions, cooperative compensation, concessions, bonuses, or other offers of compensation. Any reference to compensation in the public remarks is strictly prohibited and shall result in an automatic citation and fine assessed against both the Listing Broker and the Listing Agent(s) in accordance with the MLS Citation Policy.;
- Solicitations or invitations for the public to contact the listing agent or broker or any third parties affiliated with the listing agent or broker, and;
- Content that violates Fair Housing law or that is deemed discriminatory, illegal, defamatory, offensive, or otherwise inappropriate. SWLAR MLS reserves the right to remove and issue citations for any inappropriate content.
- False, misleading, deceptive, or inaccurate statements or representations regarding the property, its condition, terms, value, policies, or services.
- Directions to the property originating from the listing broker's office or any other broker-specific directional information.

By submitting remarks to the MLS, Participant and/or Subscriber represents and warrants he or she has the authority to grant, and hereby grants the MLS and the other Participants and Subscribers the right to reproduce and display the remarks in accordance with these rules. Copying of remarks by a subsequent listing agent for use in his or her own listing requires prior written authorization from the originating listing agent or other appropriate party with the legal right to reproduce and display such remarks.

SECTION 12.5.1 MISUSE OF OTHER REMARKS AND MEDIA.

Participants and Subscribers may not use any remarks or other media fields in a property data profile sheet or listing submitted to the MLS or inputted directly into the MLS database for purposes of disparaging other real estate agents or conveying information about other offices or for conveying any other information that does not directly relate to the marketing of the listing.

SECTION 12.6 “FOR SALE” SIGNS.

Only the "For Sale" signs of the Listing Broker may be placed on the property and only after the Listing Broker has obtained the Seller's **signed authorization** to place the sign.

- a) For Sale signs can only be on the property if a listing is in active/active under contract, Pending, and Coming Soon Status(With a Coming Soon Rider)
- b) For Sale signs must be removed within 2 Business Days of a property closing, being cancelled, or expiring.

SECTION 12.7 “SOLD” SIGNS AND USE OF THE TERM “SOLD.”

Only Real Estate Brokers or R.E. Subscribers who participated in the transaction as the Listing Broker or Buyer Broker may claim to have “sold” the property. Prior to closing, a Buyer Broker may post a “sold” sign on a property only with the consent of the Listing Broker. This section does not, however, prohibit any Broker from advertising the addresses and prices of the properties that have sold in a neighborhood after the information regarding the properties has been published as long as the advertisement does not imply the agent was involved in the transaction unless such is the case and as long as the advertisement otherwise presents a ‘true picture’ as is meant under Article 12 of the N.A.R. Code of Ethics, its Standards of Practice, and its Case Interpretations.

SECTION 12.8 ADVERTISING OF LISTING FILED WITH THE MLS.

A listing shall not be advertised in any media or used for any advertising purposes, including the Internet, by any Participant or Subscriber other than the Listing Broker, without the prior consent of the Listing Broker except as provided in Section 19.2 relating to display of listings on the Internet.

SECTION 12.9 LIMITATIONS ON USE OF MLS INFORMATION IN ADVERTISING.

Except as provided in Sections 12.7, 12.8, 12.11 and 12.15, truthful use of information from the MLS compilation of current listing information, from the MLS’ “statistical report,” or from any “sold” or “comparable” report of the MLS for public mass media advertising by an MLS Participant or Subscriber or in other public representations for purposes of demonstrating market share is not prohibited. However, any print or non-print forms of advertising or other forms of public representations must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice in a manner readily visible to consumers but not less than 7pt type:

“Based on information from Southwest Louisiana Association of Realtors, Inc. MLS as of [date the SWLAR MLS data was obtained] and /or other sources. All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information”.

SECTION 12.10 FALSE OR MISLEADING ADVERTISING AND REPRESENTATIONS; TRUE PICTURE STANDARD OF CONDUCT.

Participants and Subscribers may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the Participant's or Subscriber's relationship to the MLS, about the MLS itself, or about any property listed with the MLS. MLS Participants and Subscribers 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 and Subscribers may not:

- Engage in deceptive or unauthorized framing of real estate brokerage websites;
- Manipulate (e.g., presenting content developed by others) listing content and other content in any way that produces a deceptive or misleading result;
- Deceptively use metatags, keywords or other devices/methods to direct, drive or divert Internet traffic;
- Present content developed by others without either attribution or without permission, or;
- Otherwise mislead consumers, including use of misleading images.
- Advertise or represent that brokerage services are free or available at no cost to a client or customer unless the Participant or Subscriber will receive no financial compensation from any source for those services.

SECTION 12.11 USE OF MLS INFORMATION.

In recognition that the purpose of the MLS is to operate a broker cooperative and to market properties for cooperation with other Broker Participants and R.E. Subscribers for the sole purpose of selling the property, and that sellers of properties filed with the MLS have not given permission to disseminate the information for any other purpose, Participants and Subscribers are expressly prohibited from using MLS information for any purpose other than to market property to bona fide prospective buyers or to support market evaluations or appraisals as specifically allowed by Sections 12.14, 12.15 and 19.2. MLS information may also be used to develop Statistics, Market Condition Reports, and Broker or Agent Metrics. Any use of MLS information inconsistent with these sections is expressly prohibited. Nothing in this section, however, shall limit the MLS from entering into licensing agreements with MLS Participants and Subscribers or other third parties for use of the MLS information.

SECTION 12.12 CONFIDENTIALITY OF MLS INFORMATION.

Any information provided by the MLS to the Participants and Subscribers shall be considered and treated as confidential by Participants and Subscribers and shall be for the exclusive use of the Participants and Subscribers for purposes described in Sections 2, 12.7, 12.11, 12.14, 12.15, 19.2 and this section.

Participants and Subscribers shall at all times maintain control over and responsibility for each copy of any MLS compilation leased to them by the MLS and shall not distribute any such copies to persons other than Participants and Subscribers. Participants and Subscribers are responsible for the security of their pass codes and shall not give or allow use of or make available their pass codes to any person.

Participants and Subscribers may reproduce or display the information as provided in these rules.

SECTION 12.12.1 UNLICENSED ADMIN USERS.

Unlicensed Admin Users may have access to MLS information solely under the direction and supervision of the Participant or Subscriber. Unlicensed Admin Users are expressly prohibited from displaying or distributing MLS information to anyone other than the Participant or Subscriber under whom they are registered. Access by Unlicensed Admin Users to the database is solely for clerical and administrative functions for the Participant or Subscriber under whom the Unlicensed Admin User is registered.

SECTION 12.13 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION.

SWLAR MLS members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS, including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of SWLAR MLS members and individuals affiliated with SWLAR MLS members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm except as otherwise specified in these rules.

SECTION 12.14 DISPLAY.

Subject to Sections 12.15 and 19.2, Broker Participants and R.E. Subscribers shall be permitted to display the MLS compilation in either electronic or printed format to specifically identify and bona fide prospective buyers 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. Broker Participants and R.E. Subscribers shall be permitted to display the MLS compilation in either electronic or printed format to specifically identified and bona fide sellers or prospective sellers only in conjunction with their ordinary business activities in listing properties. Appraiser Participants and Appraiser Subscribers shall be permitted to display the MLS compilation to the person requesting the appraisal only in conjunction with their ordinary business activities of producing a written appraisal. Such displays under this section shall be only in the immediate presence of the MLS Participant or Subscriber.

SECTION 12.15 REPRODUCTION.

“Reproduction” shall include, but not be limited to, making photocopies, computer printouts, electronic transfers (including email), or downloading of MLS data or compilations. Participants and Subscribers or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof except as provided in Section 19.2 and in the following limited circumstances:

SECTION 12.15.1 COPIES TO PROSPECTIVE BUYERS.

Broker Participants and R.E. Subscribers may reproduce from the MLS compilation, and distribute to prospective real estate buyers, copies of those portions of the MLS compilation consisting only of a description of the property, including the address, features, financing, and price, as well as photographic images and recordings of the property.

SECTION 12.15.2 INFORMATION REPRODUCED.

Unless the Participant or Subscriber obtains prior written consent from the Listing Broker, the information reproduced pursuant to this section shall not include the following:

- a) Property owner's name, phone number, and address (if different than the listed property);
- b) Instructions or remarks intended for Buyer Brokers, including, but not limited to, showing instructions or security references (ex: lock box, burglar alarm, or security system, vacancies) regarding the listed property;
- c) Type of listing; and.
- d) Other information which goes beyond a description of the property.

SECTION 12.15.3 COPIES FOR APPRAISALS.

Participants and Subscribers may reproduce from the MLS compilation and attach to an appraisal as supporting documentation copies of those portions of the MLS compilation consisting only of such information on properties necessary to support a written appraisal or estimate of value on a particular property.

SECTION 12.15.4 DOWNLOADING INTO COMPUTERS.

Participants and subscribers may download MLS information into a computer or computer system as long as:

- a) Access to the computer or computer system receiving the information is strictly limited to authorized Participants, Subscribers, and Unlicensed Admin Users as defined in these rules; and
- b) The information is only retransmitted to the Participants, Subscribers, and Unlicensed Admin Users authorized to access the computer or computer system by these rules; and
- c) The information is not reformatted or used to create another product except as may be used by the Participant who downloaded the data and such use strictly complies with Sections 12.7, 12.11, 12.15 and 19.2.

SECTION 12.15.5 SOLD INFORMATION.

Individuals legitimately in possession of current listing information, "sold" information, "comparable" or statistical information may utilize such information to support an estimate of value on a particular property for a particular client. However, only such information that the MLS has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules with the exception of usage as defined under Section 19.2.

SECTION 12.16 APPLICABILITY OF RULES TO MLS.

These Rules are binding on the MLS Participants and Subscribers. Nothing in these Rules shall limit the right of the MLS to enter into licensing agreements with third parties for use of the MLS compilations or any portion thereof in accordance with terms approved by the Association or MLS Board of Directors.

SECTION 12.17 RIGHT TO OPT OUT OF INTERNET ADVERTISING OF MLS INFORMATION.

If the MLS advertises MLS information on the Internet or licenses MLS information for advertising on the Internet, the Listing Broker shall have the right to opt out of such advertising in accordance with the MLS's procedures for opting out. The Listing Broker shall have the right to refuse to have listings displayed on a blanket basis or on a listing- by-listing basis in accordance with Section 19.2 by affirmatively notifying the SWLAR MLS in accordance with the MLS procedures for opting out. Notwithstanding anything in these Rules to the contrary, the SWLAR Board of Directors reserve the right to determine whether to provide Internet advertising services and whether such services are to be made available to non-REALTOR® members.

SECTION 12.18 WEBSITE NAME AND STATUS DISCLOSURE.

MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of Subscribers affiliated with a Participant's firm shall disclose the firm's name and the Subscriber's state(s) of licensure in a reasonable and readily apparent manner.

SECTION 12.19 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICES.

No MLS Participant or Subscriber 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 and Subscribers shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

SECTION 12.20 PARTICIPANT AND SUBSCRIBER STANDARDS OF CONDUCT.

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, 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, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

SECTION 12.21 REQUIRED EMAIL ADDRESS.

Every MLS Participant/Subscriber shall be required to maintain on file with the SWLAR MLS a current, accurate, and active email address at which they may be contacted.

SECTION 12.22 DEFINITION OF CALENDAR DAYS/BUSINESS DAYS.

For purposes of this Ruleset: All references to Days shall mean Calendar Days, which is defined as any day Monday through Sunday, excluding holidays. Where the term Business Days is used, the term is defined as any day Monday through Friday, excluding holidays.

Section 13 LOCKBOXES.

SECTION 13.1 ELIGIBILITY FOR LOCKBOXES.

MLS Participants and Subscribers are eligible for lockbox privileges if they otherwise qualify under this section. Unlicensed Admin Users are not eligible for lockbox privileges. MLS Participants and Subscribers shall be eligible to hold a lockbox key provided:

- a) The key holder signs a lease agreement with the lockbox provider.
- b) The Participant to which the key holder is licensed cosigns the lease agreement with the lockbox provider.
- c) The key holder continues to comply with all MLS rules relating to lockbox keys.
- d) The key holder and Participant to whom the key holder is licensed remain eligible for MLS services.

SECTION 13.2 KEY USE AND SERVICE.

Keys may not be used under any circumstances by anyone other than the key holder, including, but not limiting to, lending, borrowing, or sharing keys with others. Access codes may not be provided to third-parties without the consent of the seller. The SWLAR MLS is not obligated to provide service on keys or lockboxes to an individual who is not the registered lessee or owner of the component. The key will only be used for the purpose of facilitating the sale/lease of a property.

SECTION 13.3 ACCOUNTABILITY.

Key holders must account for keys upon request by the MLS. Key holders who cease to participate or subscribe to the MLS shall return all keys in their possession to the MLS.

SECTION 13.4 DEEMED UNACCOUNTABLE.

Keys shall be deemed unaccounted for if a key holder refuses or is unable to demonstrate that the key is within the key holder's physical control.

SECTION 13.5 WRITTEN AUTHORITY.

Participants and Subscribers shall not place a lockbox on a property without written authority from the seller(s) and occupant if other than the seller(s). A lockbox shall be removed from a listed property within 1 day after the close of escrow or upon expiration/cancellation of the listing (unless written agreement to the contrary is obtained from all parties). Inclusion in MLS compilations cannot be required as a condition of placing lockboxes on listed property.

SECTION 13.6 LOCKBOX REQUIREMENTS.

If any lockbox or other device giving access to an On- Market listed property for Participants, Subscribers, and/or real estate professionals is authorized by the seller and/or occupant and is placed on or present on property listed through the MLS, such lockbox or device must be one that is approved by the MLS where the listing has been submitted. The authorized lockboxes sold by, leased by or otherwise offered through the local Association or MLS where the listing is submitted have been approved by the MLS. Unless expressly indicated otherwise by the MLS, for any other lockbox or device to be considered "MLS-approved," use of it must provide reasonable, timely access to listed property such that (1) it allows all Participants and Subscribers timely access to listed property by reliance solely on data submitted to and residing on the

MLS; (2) complete, accurate and stand-alone instructions are provided for accessing the listed property in the appropriate agent section on the MLS; and (3) it ensures that the lockbox or device will provide reasonable access to listed property with any information, code or key needed to access the contents of the lockbox or device to be made available or access to the property otherwise scheduled within 4 hours of initial contact in the event the lockbox or device requires the participating member to obtain additional information to enable access (ex: “call listing agent for entry code”) with said 4 hour response obligation in effect every day from 8am to 6pm. The MLS reserves the right to require that the device be submitted in advance for approval. The MLS also may revoke the approval and/or subject the Participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. Failure to provide reasonable and timely access as required by this section will subject the listing agent to discipline and potential fines. More than one lockbox or access device may be used on a property as long as one of them is MLS-approved where the listing is submitted. It is incumbent upon the MLS Participant or Subscriber to verify the validity of the requesting party prior to providing the access information.

SECTION 13.6.1 APPROVED LOCKBOXES.

The following are approved lockboxes: Supra, Combo Lockbox, Programmable Electronic Deadbolt and all SWLAR MLS contracted lockboxes.

SECTION 13.7 LISTING BROKER’S PERMISSION.

No MLS Participant or Subscriber may enter a property or open a lockbox without the Listing Broker’s permission. Such permission may be granted by the Listing Broker by specifying permission to use the lockbox through the MLS. Appraiser Participants are expressly prohibited from using lockbox keys to enter a property without either the owner’s or Listing Broker’s permission.

SECTION 13.8 UNACCOUNTABLE KEYS.

Key holders and Participants cosigning with a key holder shall immediately report lost, stolen, or otherwise unaccountable keys to the MLS.

SECTION 13.9 REMOVAL.

The lockbox must be removed with 1 day after the close of escrow or expiration/cancellation of the listing.

SECTION 13.10 RULES VIOLATIONS.

Failure to abide by Rules relating to lockboxes as set forth in this section or failure to abide by the key lease agreement may result in discipline as provided in Sections 14 and 15 of these Rules, in addition to loss of or restriction on all lockbox and key privileges.

SECTION 13.11 RIGHT TO LIMIT ACCESS.

The SWLAR MLS reserves the right to refuse to issue a key or limit access to lockboxes if, in its sole discretion, it determines the security of the system would be compromised by issuing such keys or granting access to lockboxes.

Section 14 VIOLATIONS OF RULES AND POLICIES. See Appendix A(Fine and Fee Schedule)

SECTION 14.1 ABUSIVE CONDUCT.

Participants or Subscribers shall not engage in abusive conduct towards MLS or Association staff at any time in any interaction by any method of communication. Abusive conduct includes, but is not limited to, issuing threats or intimidation, using profanity or insulting language, harassment, bullying, coercion, shouting or otherwise behaving in a manner that creates apprehension in the recipient of the conduct.

SECTION 14.2 DISCLOSURE LIMITATIONS.

Any information received by the MLS in response to an investigation that results in a “no violation” ruling may be shared with any reporting party.

Section 15 PROCEDURES FOR MLS RULES HEARINGS.

All MLS Rules hearings shall be processed in accordance with the *NAR Code of Ethics and Arbitration Manual* as from time to time amended which is hereby incorporated by reference. Failure to abide by the procedures of the *NAR Code of Ethics and Arbitration Manual* shall be a violation of these MLS rules.

Section 16 ARBITRATION.

SECTION 16.1 MANDATORY ARBITRATION.

By becoming and remaining a Participant or Subscriber in the MLS, each Participant and Subscriber agrees to submit disputes arising out of the real estate business which also arises out of, or is in conjunction with, any listing filed with the MLS or any appraisal, to binding arbitration with any other Participant or Subscriber of this MLS, or participants or subscribers of any other MLS who are authorized to have access to this MLS under Section 6 of these rules. Such arbitrations shall be governed by the *NAR Code of Ethics and Arbitration Manual* as from time to time amended which is hereby incorporated by reference. This shall be deemed an arbitration agreement within the meaning of Louisiana Revised Statutes Title 9, Sections 9:4201 to 9:4217. Failure to submit to arbitration and abide by the arbitration award, including but not limited to timely payment of the arbitration award as provided herein shall be a violation of these MLS Rules and subjects Participants and Subscribers to possible suspension from the MLS and/or other penalties.

SECTION 16.2 OTHER ARBITRATION AGREEMENTS.

Notwithstanding any other provision of these Rules, if any Participant or Subscriber enters into an agreement (either before or after a dispute arises) with another Participant or Subscriber to arbitrate a dispute utilizing non-MLS facilities, such persons are not bound to arbitrate the dispute covered by such agreement under these rules utilizing the SWLAR MLS facilities.

SECTION 16.3 ARBITRATION BETWEEN ASSOCIATION MEMBERS.

Notwithstanding any other provision of these Rules:

- a) If all disputants are members of the same AOR, they shall arbitrate under that AOR in accordance with its rules.
- b) If the disputants are members of different AORs, they shall arbitrate in accordance with any applicable regional or shared professional standards agreement. In the absence of such an agreement, the disputants remain obligated to arbitrate in accordance with the Interboard Arbitration Rules of the National Association of REALTORS® (“N.A.R.”).

SECTION 16.4 ARBITRATION INVOLVING NON-ASSOCIATION MEMBERS.

Notwithstanding any other provision of these Rules:

- a) If one of more of the disputants are non-AOR members and all disputants receive MLS services through the same AOR, they shall arbitrate at the AOR unless the AOR participates in a regional MLS, in which case, they shall arbitrate in accordance with any applicable regional agreements between the AOR and the regional MLS
- b) If one or more of the disputants are non-AOR members and the disputants receive MLS services through different AORs and the AORs participate in a regional MLS, they shall arbitrate in accordance with any applicable regional agreements between the AORs and the regional MLS.
- c) In the absence of a regional agreement regarding the location of the arbitration, any dispute under Subsection (a)-(c) may be conducted at any AOR where the respondent(s) holds AOR membership or receives MLS services.

SECTION 16.5 SAME FIRM.

Arbitration between persons from the same firm shall not be available and is not mandated by these Rules unless covered by arbitration rules relating to the obligations of AOR members to arbitrate.

SECTION 16.6 TIMING.

For purposes of this Section 16, the duty to arbitrate shall be determined when facts giving rise to the dispute occurred. Therefore, a Participant or Subscriber shall have a duty to arbitrate if the person was an MLS Participant or Subscriber when facts giving rise to the dispute occurred. Termination of MLS participation or subscription shall not relieve the arbitration duty under this section for disputes that arose when the person was an MLS Participant or Subscriber. Requests for arbitration must be filed within one hundred and eighty

(180) days after the closing of the transaction, if any, or after the facts constituting the matter could have been known in the exercise of reasonable diligence, whichever is later.

Section 17 NONPAYMENT OF MLS FEES.

SECTION 17.1 NONPAYMENT OF MLS FEES.

If MLS fees, fines, charges, or other amounts owed to the MLS are not paid within thirty (30) days of the due date, the Participant's and/or Subscriber's MLS privileges shall be terminated. Nonpayment of MLS fees shall result in a **\$25.00 Late Fee** and a **\$25.00 Reinstatement Fee** to restore MLS privileges.

SECTION 17.2 DISPUTED AMOUNTS.

If a Participant and/or Subscriber disputes the accuracy of amount owed, the Participant and/or Subscriber may request a hearing before the Association or MLS Board of Directors. In order to request such a hearing, the Participant and/or Subscriber must first pay the disputed amount in whole which may be refunded in whole or part in accordance with the Board of Directors' determination. Hearings under this section shall be conducted in accordance with the *NAR Code of Ethics and Arbitration Manual*. In the event the Board of Directors confirms the accuracy of the amount owed, the Participant and/or Subscriber shall also be subject to paying Late and Reconnect fee..

SECTION 17.3 REINSTATEMENT.

A Participant and/or Subscriber whose MLS privileges have been terminated for nonpayment may have MLS privileges reinstated upon payment of all outstanding fees, fines, charges, and other amounts due, together with the applicable **\$25.00 Late Fee** and **\$25.00 Reinstatement Fee**, unless otherwise provided in these Rules or the Association's Bylaws.

Section 18 CHANGE IN RULES AND POLICIES.

The Rules of the MLS may be amended by a majority vote of the SWLAR Board of Directors based on recommendations from the MLS Committee. Any changes to these rules which are mandated by the National Association of REALTORS® shall automatically be incorporated into these rules and do not require committee or SWLAR Board of Directors approval. All changes to the rules shall be submitted to all reciprocating MLS.

Section 19 PARTICIPANT DATA ACCESS.

SECTION 19.1 PARTICIPANT REQUIREMENTS FOR MLS DATA USE OUTSIDE THE MLS FRONT END

- a) **Representation.** These rules govern the use of MLS data by a Participant outside of the Participants use and access to the MLS provided front end search and add/edit systems. Participant use of any MLS Data outside of the subscribed to front end systems licensed by MLS, and that is provided through a data feed of any portion of the MLS compilation is limited to Participants that are actively engaged in the direct representation, with all legally applied fiduciary duties as the agent of 1) buyers or tenant that show and make offers on properties listed in the MLS Database, or 2) Sellers or landlords that list properties in the MLS Database. Participants shall comply with all Louisiana Real Estate Commission (LREC) regulations related to the representation of buyers and sellers including but not limited to the signing of written agreements, conducting agent visual inspections and providing all disclosures.

- b) **Actively Engaged.** Mere possession of a Broker's License is not sufficient to qualify for MLS data access participation. Rather, the requirement is that an individual or firm provides actual real estate brokerage services that requires a valid Louisiana license directly to clients. The Participant is actively engaged when they endeavor during the operation of its real estate business to list real property on the MLS including making information and the property available for showings when in the client's best interest and/or to represent buyers or tenants in showing and making offers on MLS listed properties. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS data access participation by a Participant or potential Participant that operates a real estate business on part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS data access participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts, nor is it intended to permit an MLS to deny MLS data access participation based on the level of service provided by the Participant or Potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to provide licensed real estate brokerage services directly to clients by cooperating with one another in respect to properties of the type that are listed on the MLS in which participation is sought. An MLS may evaluate whether a Participant or potential Participant meets the Representation and Actively Engaged standards above only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so.

- c) **Referral Activity.** Note that solely engaging in referral activities is not sufficient to qualify for MLS data access, but if a broker Participant is actively engaged in providing brokerage services as described above and to an extent that does permit MLS data access, it may also engage in making some referrals to others. Nothing in this rule shall prohibit or limit the ability of MLS to grant access or a data license to an entity or person that does not qualify under these Participant Data Use Rules.

SECTION 19.2 INTERNET DATA EXCHANGE ("IDX").

"Internet Data Exchange" is a means by which each Participant subscribing to the program (IDX) permits the limited electronic display of Participant's listings appearing in Internet Data Exchange Database on each Participant's IDX Internet websites and on applications for mobile devices that said participating Broker Participants and. Subscribers control. The "Internet Data Exchange Database" (IDX Data) is the current aggregate compilation of all Marketed or Advertised listings information as defined in Section 7.7, Pending and Sold/Leased listings of all Internet Data Exchange Participants except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. The intent of IDX is to allow Participants that represent real estate sellers or buyers (or both) to permit other such Participants to advertise their listings in electronic displays including, but not limited to: websites, mobile applications, audio devices, and additional technologies. IDX is only available to Participants and Subscribers. MLS Participants may use the IDX data feed to advertise listings in any digital medium. Any participant, including any Subscriber affiliated with the Participant, that inputs a listing into the MLS consistent with the MLS rules is a "Listing Broker." An "Advertising Broker" means any Participant, including any Subscriber affiliated with that Participant, that uses the data feed to electronically display any information about a property filed with the MLS for which that Participant is not the Listing Broker.

SECTION 19.2.1 AUTHORIZATION.

Subject to sections 19.2.2 through 19.2.15 below, and notwithstanding anything in these rules and policies to the contrary, Participants and Subscribers may electronically display aggregated MLS listing information in a status of Coming Soon, Active, Active Under Contract, Pending and Sold/Leased statuses through either downloading or by framing such information on the MLS or association public access website (if such a site is available). The download will include Publicly Accessible sold listing data closed after January 1, 2012. "Publicly Accessible" sold information as used in the IDX policy and rules, means data that is available electronically or in a hard copy to the public from city, county, state and other government records. The downloading of raw data will be through the Participant only.

SECTION 19.2.2 CONSENT.

The Listing Brokers' consent for such Internet display is presumed, in satisfaction of Section 12.8, unless a Listing Broker affirmatively notifies the MLS that the Listing Broker refuses to permit display on either a blanket or on a listing-by listing basis. Listing Brokers that refuse to permit other MLS Participants or Subscribers to display their listing information on a blanket basis may not display MLS listing information of other Brokers' listings. Even where Listing Brokers have given blanket authority for other Broker Participants and R.E. Subscribers to partake in IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display.

SECTION 19.2.3 CONTROL.

Broker Participants and R.E. Subscribers may only partake in IDX display on websites and applications for mobile devices which they control. Under IDX policy, "control" means that Broker Participants and R.E. Subscribers must have the ability to add, delete, modify and update information as required by the IDX policy. All displays of IDX listings must also be under the actual and apparent control of the Broker Participant and/or R.E. Subscriber and must be presented to the public as being that Broker Participant's and/or R.E. Subscriber's display. Actual control requires that Broker Participants and R.E. Subscribers have developed the display or caused the display to be developed for themselves pursuant to an agreement giving the Broker Participant and/or R.E. Subscriber authority to determine what listings will be displayed, and how those listing will be displayed. Apparent control requires that a reasonable consumer viewing the Broker Participant's and/or R.E. Subscriber's display will understand the display is the Broker Participant's and/or R.E. Subscriber's, and that the display is controlled by the Broker Participant and/or R.E. Subscriber.

SECTION 19.2.4 DISPLAY CONTENT.

Participants and Subscribers shall not display confidential information fields, as determined by the MLS in the MLSs' sole discretion, such as that information intended for Buyer Brokers rather than consumers. Participants and Subscribers shall not display any photo or Media other than the primary photo for any SWLAR MLS Listing Record in a status of Closed/Leased, Expired, or Cancelled.

SECTION 19.2.5 LISTING CREDIT.

All Listing Brokers grant permission for any Advertising Broker to display any listing submitted to the service by the Listing Broker only if the listing display or advertisement is clear so that a reasonable real estate consumer understands:

- d) Who is the Listing Agent and Broker;
- e) Who is the Advertising Broker, and;
- f) How to contact that Listing Agent or Broker.

MLS may develop business rules to establish Advertising Attribution Fields for a Listing Brokers use during listing input that are required to be displayed by Advertising Brokers. MLS may provide Standards of Practice that assist in the interpretation of this rule which may contain examples and additional details to assist Advertising Brokers in understanding the Listing Credit rule.

SECTION 19.2.6 SOURCE.

Information displayed shall indicate the source MLS of the information being displayed and the most recent date updated. Participants and Subscribers shall update all downloads and refresh all MLS downloads and IDX displays fed by those downloads of data at least once every 7 days.

SECTION 19.2.7 USAGE.

Participants and Subscribers shall indicate on their displays that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Displays of minimum information (e.g. a one-line thumbnail search result, 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.

SECTION 19.2.8 SECURITY.

Participants' and Subscribers' websites must protect MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" and other unauthorized accessing, reproduction or use of the MLS database.

SECTION 19.2.9 DISPLAY PURPOSE.

Broker Participants and R.E. Subscribers may not use IDX-provided listings for any purpose other than display as provided in these rules. This does not require Broker Participants and R.E. Subscribers to prevent indexing of IDX listings by recognized search engines.

SECTION 19.2.10 RESTRICTED DISPLAY.

Listings, including property addresses, can be included in IDX displays except where sellers have directed their Listing Brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to publicly accessible websites or VOWs). This does not preclude listing Participants or Subscribers from displaying on their IDX sites or their other website(s) the listing or property address of consenting sellers.

SECTION 19.2.11 RESTRICTED ACCESS AND DISTRIBUTION.

Sharing of the MLS compilation with any third party not authorized by the MLS is prohibited. 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 distributed, provide or make any portion of the MLS database available to any person or entity.

SECTION 19.2.12 EXCLUDED LISTINGS.

Not all listings from the MLS must be displayed on the Participant's and/or Subscriber's IDX sites so long as any exclusions are based on objective criteria, e.g., type of property, listed price or geographical location. Selection of listings displayed on any IDX site must be independently made by each Participant.

SECTION 19.2.13 WEBSITE IDENTIFICATION.

Any IDX display controlled by a Broker Participant or R.E. Subscriber must clearly identify the name of the brokerage firm under which they operate and the subscriber's name, if applicable, in a readily visible type font and color.

SECTION 19.2.14 THIRD PARTY COMMENTS AND AUTOMATED VALUE ESTIMATES.

Any IDX display controlled by a Broker Participant or RE Subscriber that:

- a) Allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b) Displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, shall disable or discontinue either or both of those features as to the seller's listing 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 these features disabled or discontinued on all displays controlled by Broker Participants and R.E. Subscribers. Except for the foregoing and subject to section 19.2.14 below, a Broker Participant's or R.E. Subscriber's IDX site may communicate the Broker Participant's or R.E. Subscriber's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its viewers that a particular feature has been disabled at the request of the seller.

SECTION 19.2.15 MAKING CORRECTIONS.

Broker Participants and R.E. Subscribers 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 Broker Participants and R.E. Subscribers beyond that supplied by the MLS and that relates to a specific property displayed on the IDX site. Broker Participants and R.E. Subscribers 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 that property explaining why the data or information is false. However, the Broker Participants and R.E. Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

SECTION 19.2.16 COMPLIANCE.

All IDX sites are subject to ongoing compliance auditing by the MLS. Changes to an IDX site necessary to cure a violation of MLS Rules must be accomplished within ten (10) calendar days of the transmittal of notice from the SWLAR MLS of such violation. Violations may subject a Participant to sanctions as defined in the MLS Citation Policy, including but not limited to the immediate termination of the download agreement to receive or republish the IDX information.

SECTION 19.2.17 NOTIFICATION BY AUTHORIZED PARTICIPANTS AND SUBSCRIBERS.

Participants and Subscribers partaking in the display of MLS On-Market, Pending and/or Sold/Leased listing information of other Brokers' listings pursuant to Section 19.2 must notify the MLS before displaying said MLS active listing information and must give the MLS direct access as well as allow access for other Participants for purposes of monitoring/ensuring compliance with applicable rules and policies.

SECTION 19.2.18 RIGHT TO CHARGE FOR DOWNLOAD.

The MLS has the right to charge the costs of adding or enhancing its downloading capacity to Participants and Subscribers who request downloading of listing information pursuant to Section 19.2.

SECTION 19.2.19 MODIFICATIONS AND AUGMENTATIONS.

Participants and Subscribers shall not modify or manipulate information relating to other participants listings. Participants and Subscribers 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 the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

SECTION 19.2.20 NO DISPLAY OF OFFERS OF COMPENSATION.

Participants and Subscribers shall not display on any IDX website or application controlled or operated by Participant or Subscriber, any offers of compensation from either a Listing Broker or seller to any Buyer Broker or buyer representative on any property listing that is provided in the IDX data feed, other than an advertisement of potential sharing of compensation on a property subject to an exclusive listing agreement with the displaying Participant only.

SECTION 19.3 VIRTUAL OFFICE WEBSITES ("VOW").

SECTION 19.3.1 VOW DEFINITIONS.

- 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.

- 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 VOWs, 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.
- 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.
- d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and non-confidential pending and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

SECTION 19.3.2 VOW OPERATING PARAMETERS.

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

SECTION 19.3.3 VOW REGISTRANT ACCESS REQUIREMENTS.

- 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 agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in Subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

- iii. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
- b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.
- c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
 - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
 - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
 - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
 - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
 - v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f) The Terms of Use Agreement shall also expressly authorize the 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 to between the Participant and the Registrant.

SECTION 19.3.4 VOW CONTACT REQUIREMENTS.

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

SECTION 19.3.5 VOW DATA SECURITY.

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

SECTION 19.3.6 VOW LISTING DISPLAY RESTRICTIONS.

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

Seller Opt-Out Form

Please check either Option a or Option b

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

OR

☐ 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.

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

Initials of Seller

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

SECTION 19.3.7 POSTING CONSUMER COMMENTS AND AUTOMATED VALUE ESTIMATE.

- a) Subject to Subsection (b), a Participant's VOW may allow third-parties:
- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii. display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in Subsection (a) as to any listing of the seller. The Listing Broker or agent shall communicate to the 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."

SECTION 19.3.8 CORRECTION OF VOW LISTING INFORMATION.

A Participant's VOW shall maintain a means (e.g., email 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 2 days following receipt of a communication from the Listing Broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

SECTION 19.3.9 VOW MANDATORY LISTING REFRESH.

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

SECTION 19.3.10 VOW MLS LISTING DISTRIBUTION LIMITATIONS.

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

SECTION 19.3.11 VOW PRIVACY POLICY.

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

SECTION 19.3.12 VOW SELECTIVE LISTING DISPLAY.

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

SECTION 19.3.13 NOTIFICATION OF MLS OF INTENT TO OPERATE A VOW.

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.

SECTION 19.3.14 OPERATION OF MULTIPLE VOWS.

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

SECTION 19.3.15 CHANGES TO LISTING CONTENT.

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 so long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

SECTION 19.3.16 LISTING ACCURACY DISCLAIMER.

A Participant shall cause to be placed on his or her VOW in a manner readily visible to consumers but not less than 7pt type, the following, or substantially similar notice: “Based on information from Southwest Louisiana Association of REALTORS® Multiple Listing Service, Inc. as of [date the SWLAR MLS data was obtained] and/or other sources. All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.”

SECTION 19.3.17 LISTING SEARCH RESULT LIMITATION.

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

SECTION 19.3.18 MANDATORY REGISTRANT PASSWORD CHANGE.

A Participant shall require that Registrants’ passwords be reconfirmed or changed every 90 days.

SECTION 19.3.19 VOW CO-BRANDING AND ADVERTISING.

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

SECTION 19.3.20 IDENTIFYING LISTING SOURCE.

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

SECTION 19.3.21 SEPARATE SOURCE LISTING SEARCH.

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 be searched separately from listings in the MLS.

SECTION 19.3.22 MLS LICENSING AGREEMENT FOR VOW.

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

SECTION 19.3.23 SELLER'S DIRECTION TO WITHHOLD FROM INTERNET.

Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within two (2) business days.

SECTION 19.3.24 NO DISPLAY OF OFFERS OF COMPENSATION.

Participants and Subscribers shall not display on any VOW they control or for which they receive a data feed, any offers of compensation from either a Listing Broker or seller to any Buyer Broker or buyer representative on any property listing that is provided in the VOW data feed, other than an advertisement of potential sharing of compensation on a property subject to an exclusive listing agreement with the displaying Participant only.

Section 20 Rejection of Application.

In the event an application for participation in the MLS, whether as a licensee or as clerical support, is rejected by the Association, the applicant, and his or her broker, if any, will be promptly notified in writing of the reason for the rejection. The broker shall have the right to respond in writing, and to request a hearing before a panel selected from the Board of Directors. The hearing will be held in accordance with rules adopted from time to time by the Board of Directors, which will make provision for adequate notice of the time and place of the hearing and shall provide that the parties involved shall have the right to appear and present evidence, both oral and written, and be represented by legal counsel.



MLS

Fine and Fee Schedule

SWLAR

4/14/2026

Appendix A SWLAR MLS Citation Policy and Fine Schedule

The purpose of this citation policy is to ensure the integrity of the MLS including the currency and accuracy of its information. Fines will be issued and processed in accordance with this Citation Policy. The citable offenses and fines are subject to change upon approval of the SWLAR MLS Board of Directors. The Citation Policy is in addition to and does not replace the provisions of Section 14 of the SWLAR MLS Rules and Policies.

MEMBERSHIP OBLIGATION

By becoming and remaining a Participant or Subscriber in the MLS, each agrees to be subject to the rules and regulations and any other MLS governance provision. *The MLS Participant (principal broker who applied for MLS Participation), however, is the member of MLS and the individual held responsible and sanctioned if violations occur even through the acts of their agents, who are MLS Subscribers.*

HOW TO REPORT AN INACCURACY OR VIOLATION

MLS Participants and Subscribers may report a violation of a specific MLS rule by clicking on the “Report Violation” button (located top/right) on the Paragon MLS System. If you are reporting a violation of a rule included in this Violation and Fine Structure, be specific by including, when possible, the rule number plus any additional information that makes it clear what rule was violated. The notification is sent to MLS Staff for follow-up.

The MLS staff will review all violations and address each in accordance with this Violation and Fine Structure. Participants and subscribers who report a violation will not receive follow up regarding violations submitted.

1. NOTICE OF CORRECTION & ENFORCEMENT

- 1) A Warning Notice will be sent to the listing agent and their broker identifying the issue
- 2) The issue must be corrected within two (2) business days of receiving the Warning Notice.
- 3) Failure to correct the issue within this timeframe will result in the matter being escalated to a Violation and a Citation will be issued.
- 4) Listings that remain non-compliant for more than ten (10) business days may:
 - a) Be subject to an additional daily fee,
 - b) Be removed from active display in the MLS, and/or
 - c) Be corrected by MLS staff.

2. NOTICE & DELIVERY

Receipt of any notice referenced in this policy will be presumed as follows:

- Three (3) business days after mailing, or
- One (1) business day after the email is sent, whichever occurs first.

SWLAR MLS will send all notices to the email address on file in the MLS system.

All Participants and Subscribers are responsible for maintaining a current, accurate, and active email address for MLS communications.

Example:

Monday: *Warning of Violation email sent*

Tuesday: *Day 1*

Wednesday: *Day 2 (Must be fixed by end of Wednesday)*

Thursday: *Day 3- Citation of the Violation is issued, recorded and fine is issued, Citation Violation email is sent*

Friday: *Day 4*

Monday: *Day 5*

Tuesday: *Day 6*

Wednesday: *Day 7*

Thursday: *Day 7*

Friday: *Day 8*

Monday: *Day 9*

Tuesday: *Day 10- listing is removed from the MLS.*

3. PAYMENT OF FINES

Fines must be paid within thirty (30) calendar days of receipt of a Citation.

4. RIGHT TO REQUEST REVIEW

A violator may request a review of a Citation within thirty (30) calendar days of receipt.

- Requests must be submitted in writing and in accordance with established procedures.
- Failure to submit a timely request will result in the waiver of the right to review.
- A request for review will not be processed unless the violation has been corrected.

5. AUTHORITY OF FINES

All fines are established by the MLS Committee and approved by the SWLAR MLS Board of Directors.

6. CITATION REVIEW PROCEDURES

a. How to Request a Review

- A request for a Citation/ fine Review must be submitted online at:
MLS@swlar.com
- Requests must be submitted within thirty (30) calendar days of receiving the Citation.
- Requests submitted after this timeframe will not be accepted.

b. Initial Review by MLS Staff

- A Compliance Supervisor will review the case, including any additional information provided by the Violator.
 - MLS Staff will forward the case, along with all relevant documentation, to the MLS Committee for review.
- c. Review by MLS Committee
- Once forwarded, the local MLS Committee will handle all remaining steps of the review process.
 - A final decision will be made, which may include:
 - Confirmation of the original violation
 - Additional violations and penalties
 - Refer violation or additional violations to the Grievance Committee.
 - If the violation is confirmed, SWLAR MLS may charge an additional \$200 Processing Fee.
 - Once the final decision is made it will be submitted to the Board of Directors for final approval.
- d. Failure to Act
- If the Violator does not pay the fine or Request a review within twenty (30) calendar days, the Violator may be subject to suspension of MLS access in accordance with Section 17.1 of the MLS Rules and Policies.

7. RIGHT TO ESCALATE TO PROFESSIONAL STANDARDS

SWLAR MLS and/or the Association's Board of Directors reserves the right to pursue alleged rule violations through the Professional Standards hearing process instead of the citation process.

This may result in additional fines, fees, suspension, or expulsion, as determined through that process. Accordingly, the fines listed below are not all-inclusive and may be supplemented by disciplinary action through Professional Standards.

8. REPEATED VIOLATIONS & MANDATORY REVIEW

Any Participant or Subscriber who receives three (3) Citations within a calendar year and commits additional rule violations in that same year will be referred to the Association for further review.

This review may result in additional disciplinary action, including possible suspension or termination of MLS services, in accordance with Rule 14.3.1.

9. MLS DISCRETION ENFORCEMENT & CITATION HANDLING

SWLAR MLS may apply this Policy and the MLS Rules and Regulations with reasonable discretion.

This includes, but is not limited to:

- Issuing a single Warning or Citation for multiple violations by the same Violator,
- Issuing separate Warnings or Citations for individual violations, and
- Taking appropriate action to accurately assign responsibility for each violation.