



SUNFLOWER MULTIPLE LISTING POLICY HANDBOOK



Rules and Regulations of the Sunflower MLS, Inc.

LISTING PROCEDURES

Section 1.0 Listing Procedures

Listings of real property of the following types, which are listed subject to a real estate broker's license and are located within the territorial jurisdiction of the multiple listing service and are taken by Participants on an Exclusive Right to Sell Listing or an Exclusive Agency Listing, shall be delivered to the Multiple Listing Service within three (3) business days after all necessary signatures of Seller/Landlord(s) have been obtained. Business days shall be defined as Monday through Friday with the exception of Federal holidays. (Amended 7/2017) (Amended 9/2017)

- a. single family homes for sale/lease or exchange
- b. vacant lots and acreage for sale/lease or exchange
- c. two-family, three-family, and four-family residential buildings for sale/lease or exchange

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to offer compensation to other Participants of the Multiple Listing Service acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law. The listing agreement must include the Seller/Landlord's written authorization to submit the agreement to the Multiple Listing Service.

The different types of listing agreements include:

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

The SMLS may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted.

The exclusive right to sell listing is the conventional form of listing submitted to the SMLS in that the Seller/Landlord authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral basis, but also reserves to the Seller/Landlord the general right to sell/lease the property on an unlimited or restrictive basis.

Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.

Section 1.01 Clear Cooperation

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

Section 1.2 Types of Properties

Following are some of the types of properties that may be published through the SMLS, including types described in the preceding paragraph that are required to be filed with the SMLS and other types that may be filed with the SMLS at the Participant's option, provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

1. Residential
2. Residential income
3. Subdivided vacant ground
4. Farms and acreage
5. Business opportunity
6. Mobile homes affixed to real property
7. Commercial income
8. Industrial

Section 1.1.1 Listings Subject to Rules and Regulations of the SMLS

Any listing to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the SMLS upon signature of the Seller/Landlord (s).

Section 1.2 Detail on Listings Filed with SMLS

A Property Data Form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

Section 1.3 Exempt Listings (Not required)

Section 1.4 Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the Seller/Landlord and shall be filed with the SMLS immediately but within no later than (3) three business days after the authorized change is received by the listing

broker. The listing office must maintain the proper paperwork and present it to the SMLS staff if requested.

Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the SMLS by the listing broker before the expiration date of the listing agreement, and a copy of the agreement between the Seller/Landlord and the listing broker which authorizes the withdrawal must be made available for review by the SMLS if requested.

Seller/Landlord (s) do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when Seller/Landlord(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the Seller/Landlord.

Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

Section 1.7 Listing/Lease Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

Section 1.8 Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be listed on individual Property Data Forms. When part of the listed property has been sold, proper notification should be given to the SMLS.

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

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

Section 1.10 Expiration, Extension, and Renewal of Listings

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the SMLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing, however market time will be calculated from original listing date unless more than thirty days have passed since the expiration of the listing. Extensions and renewals of listings must be signed by the Seller/Landlord(s) and filed with the SMLS through extension of the listing by the Participant.

Section 1.11 Termination Date on Listings

Listings filed with the SMLS shall bear a definite and final termination date, as negotiated between the listing broker and the Seller/Landlord(s).

Section 1.12 Service Area

Only listings of the designated types of property located within the service area of the SMLS are required to be submitted to the SMLS. Listings of property located outside the SMLS's service area will be accepted if submitted voluntarily by a participant but cannot be required by the service. (Amended 5/15)

Section 1.13 Listings of Suspended Participants

When a Participant of the SMLS is suspended from the SMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, SMLS Bylaws, SMLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the SMLS by the suspended Participant shall, at the Participant's option, be retained in the SMLS until sold, withdrawn, or expired, and shall not be renewed or extended by the SMLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board or SMLS (or both) for failure to pay appropriate dues, fees or charges, SMLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the SMLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

Section 1.14 Listings of Expelled Participants

When a Participant of the SMLS is expelled from the SMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, SMLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with SMLS by the expelled Participant shall, at the expelled Participant's option, be retained in the SMLS until sold, withdrawn or expired and shall not be renewed or extended by the SMLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association or SMLS (or both) for failure to pay appropriate dues, fees or charges, SMLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the SMLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

Section 1.15 Listings of Resigned Participants

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

SELLING PROCEDURES

Section 2 Showing and Negotiations

Appointments for showings and negotiations with the Seller/Landlord for the purchase/lease of listed property filed with the SMLS shall be conducted through the listing broker, except under the following circumstances:

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

Section 2.1 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so.

Section 2.2 Submission of Written Offers

The listing broker shall submit to the Seller/Landlord all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the Seller/Landlord and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the Seller/Landlord obtain the advice of legal counsel prior to acceptance of the subsequent offer. (Amended 5/15)

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer

Cooperating participants (subagent, buyer agent, or licensee in other agency or non-agency capacity) or their representative has the right to participate in the presentation to the Seller/Landlord or leaser of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the Seller/Landlord or leaser and the listing broker. However, if the Seller/Landlord or leaser gives written instructions to the listing broker that the cooperating broker may not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the Seller/Landlord's written instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for such presentations. (Amended 4/92)

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. **M** (January 2019)

Section 2.4 Right of Listing Broker in Presentation of Counter-Offer

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the Seller/Landlord or leaser. He does not have the right to be present at any discussion or evaluation of that counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. *(Adopted 11/93)*

Section 2.5 Reporting Sale/leases to SMLS

Status changes, including final closing of sale/lease (s), must be filed with the SMLS by the listing broker within three (3) business days. 1st day of the three (3) business day requirement is the day after the closing. If negotiations were carried on under Section 2a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within 48 hours after the occurrence and the listing broker shall report to the SMLS within (3) three business days after execution of the purchase/lease agreement or within (3) three business days after all contingencies except financing have been removed. *(Amended 11/11) (Amended 5/15) (Amended 7/17) (Amended 10/18) M*

Section 2.6 Reporting Resolutions of Contingencies

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

Section 2.7 Advertising of Listing Filed with the SMLS

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

Section 2.8 Reporting Cancellation of Pending Sale/Lease

The listing broker shall report immediately to the SMLS the cancellation of any pending sale/lease, and the listing shall be reinstated immediately. **M**

Section 2.9 Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the Seller/Landlord's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. **M**

Section 2.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

Section 3 Refusal to Sell

If the Seller of any listed property filed with the multiple listing SMLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the SMLS and to all Participants.

PROHIBITIONS

Section 4 Information for Participants Only

Any listing filed with the SMLS shall not be made available to any nonparticipant without the prior consent of the listing broker. **M**

Section 4.1

For Sale/lease Signs

Only the "For Sale/lease" sign of the listing broker may be placed on the property. **M**

Section 4.2 Sold Signs

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

Section 4.3 Solicitation of Listing Filed with the SMLS

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

Section 4.4 Use of the Terms MLS and Multiple Listing Service

No MLS Participant, Subscriber, or licensee affiliated with any Participant shall, through the name of their firms, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

DIVISION OF COMMISSIONS

Section 5: Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale/lease of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the l of sale/lease (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of sale or lease may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what

point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98)

In filing a property with the Multiple Listing Service of an Association of REALTORS®, the Participant of the SMLS is making blanket unilateral offers of compensation to other MLS Participants, and shall therefore specify on each listing filed with the SMLS, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to the endeavor to sell. * (Amended 11/96)

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase/lease, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the SMLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sale/lease price or as a flat dollar amount. (Amended 5/10) M

Section 5.0.1 Disclosing Potential Short Sales (Option #2)

Participants must disclose potential short sale (**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. M

When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants.

Section 5.1 Participant as Principal

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

Section 5.2 Participant as Purchaser

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

Section 5.3 Dual or Variable Rate Commission Arrangements

The existence of a dual or variable rate commission arrangement (i.e., one in which the Seller agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the Seller/Landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a Seller/Landlord shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the Seller/Landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before their client makes an offer to purchase or lease. **M**

Section 5.5 Division of Commission with Nonparticipants

The SMLS shall make no rule on the division of commissions between Participants and nonparticipants. This should remain solely the responsibility of the listing broker.

SERVICE CHARGES

Section 6 Service Fees and Charges

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

Section 6.1 Initial Participation Fee

An applicant for Participation in the SMLS shall pay an application fee of \$100, with such fee to accompany the application.

Section 6.2 Subscription Fees

The annual participation fee of each participant shall be an amount equal to current subscription fee times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis.

Access to the current database shall be supplied to the Participant upon payment of the Initial Participation Fee and the Subscription Fee. The Participant shall be responsible for a Subscription Fee for each access to be supplied to each individual employed by or affiliated as an independent contractor (including licensed or certified appraisers) with the Participant who has access to the SMLS.

An individual shall be deemed to be licensed or certified with a Participant if the license or certification is held by the Participant or any broker who is licensed or certified with the Participant or by any entity in which the Participant has a direct or indirect ownership interest. The amount of the Subscription Fee is the monthly fee determined by the Board of Directors as necessary for

proper operation and administration of the SMLS.

SMLS will provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who satisfies the following requirements:~~can demonstrate subscription to a different MLS or CIE where the principal broker participates.~~

1. Individual is not a listing agent for any active listing included in the MLS;

2. Individual does not access or use in any way whatsoever the MLS or the listing information from the MLS;

3. Individual is not named anywhere in the MLS, including but not limited to, the agent remarks section; and

4. Individual can provide proof of subscription to different MLS or commercial information exchange

SMLS may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. **M** (Adopted 8/18)

Section 6.3

Direct expenses related to Participants and Subscribers will be charged to the Participant (i.e., postage and copies, etc.).

Section 6.3 Service Charges

A service charge of 1.5% of the unpaid balance will be added to any balance not paid by the 20th of the month.

Section 6.4 Reinstatement Fee

A reinstatement fee of \$100.00 will be assessed the Participant to reinstate service that has been suspended for non-payment of fees.

COMPLIANCE WITH RULES

Section 7 Compliance with Rules - Authority to Impose Discipline

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor

more than one (1) year

- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Revised 11/14)* **M**

Section 7.1 Results of Noncompliance

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

- a. for failure to pay any service charge or fee within one month of the due date, and provided that at least ten days' notice has been given, service shall be suspended until service charges or fees are paid in full. MLS may back-bill participants for unpaid fees up to the current fiscal year. (Amended 5/15)
- b. violation of the MLS Subscription Waiver by use in any way of MLS to list, sell, show or appraise property will cause automatic revocation of the waiver. Thereupon, the MLS Participant shall pay a sum equal to the actual fees that would have been incurred since the effective date of the waiver, not to exceed twelve months, plus a \$300 penalty.
- c. for failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply.

Section 7.1.1 Fines

After notification, The Multiple Listing Service may impose a fine of \$50 plus \$10 per day that infractions are not corrected for:

- misrepresentation of the availability of access to show or inspect a listed property.
- failure to report to the SMLS within twenty-four (24) hours that a contingency on file with the SMLS has been fulfilled or renewed, or the agreement cancelled.
- failure to enter only Total True Taxes. Taxes reflecting any exemptions are not allowed. TBD is not acceptable. Estimated values are allowed as long as they are identified as being "EST"
- failure to report status changes within 3 business days. (Amended July/2017)
- failure to immediately report to the SMLS the cancellation of any pending sale/lease and immediate reinstatement of the listing.
- failure to enter a primary exterior photo within 5 business days of the listing date. This includes all classes and statues, unless Seller/Landlord(s) of the property expressly direct that photographs or other graphic representation of the property, which include architectural or elevation drawings, be withheld from the MLS compilation.
 - a. For new construction, the architectural or elevation drawing is required within the same (5) five-day period from input date and is subject to the same non-refundable fine assessment also. When the new construction is complete, a photo may replace the architectural drawing if desired

- b. Office, Agent and personal promotion information is prohibited from being in the property photo. Photos submitted must be free of any advertising logos or images, or any kind of Agent information, superimposed or inserted in the photo(s). Failure to comply with this Rule will result in a rules and policies infraction.
- failure to submit missing information or correct misinformation on a listing within 3 business days of notice from MLS office. *(Amended 7/2017)*
- entering personal contact information in Public Remarks; including but not limited to, agent personal information, brokerage information, web addresses, URL's, Virtual Tours, phone numbers, co-listers, agent bonus information or other inappropriate information.
- displaying lockbox codes in the Agent Remarks Section
- advertising (including co-branding) on virtual tours

Additional Fines

- violation of duplicate listing \$100
- sale/lease not reported in the required 3 business days' time, 1st day of the 3-day requirement is the day after the Closing date. This will result in a \$100 fine with no warning of correction. *(Amended 7/2017)(Amended 10/18)*
- sharing of MLS login information or password(s) to any other participant of non-participant, unless authorized by the MLS. This will result in \$1,000 fine with no warning
- failure to report listing to the MLS Service within 3 business days after all necessary signatures of Seller/Landlord(s) have been obtained is \$100 fine. *(Amended 7/2017)*
- manual entry or submission of a "Coming Soon" listing to any 3rd party vendor, website, social media site, or listing portal will incur a \$1,000 fine to the participant and agent.
- failure by the broker to notify the association and MLS within 3 calendar days of any final action taken by a licensing board against the broker, member, or any licensee affiliated with the broker, including, but not limited to, any final decisions restricting, suspending, or revoking a real estate license or appraiser's certification or license of a broker, the broker's firm or corporation under which the broker and members acts, or any licensee affiliated with the broker or the broker's firm or licensee or appraiser who was affiliated with the broker or broker's firm at the time of the underlying act. Failure to notify will result in a fine of \$500.00 to the broker. *(Amended 7/2018)*

Section 7.2 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sale/lease licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be

disciplined for violations thereof provided that the user or Subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or Subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant.

MEETINGS

Section 8 Meetings

The meetings of the Participants of the SMLS or the Board of Directors of the SMLS for transaction of business of the SMLS shall be held in accordance with the provisions of Article 7, Bylaws of the SMLS.

ENFORCEMENT OF RULES OR DISPUTES

Section 9 Consideration of Alleged Violations

The Board of Directors shall give consideration to all written complaints having to do with violations of the Rules and Regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors. **M** (*Amended 2/98, Amended 1/19*)

Section 9.1 Violation of Rules and Regulations

If the alleged offense is a violation of Rules and Regulations of the SMLS and does not involve a charge of alleged ethical misconduct or request for arbitration, it may be administratively considered and determined by the Board of Directors of the SMLS, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided that the recipient of said sanction may request a hearing before the Professional Standards Committee of SAR in accordance with the Bylaws and Rules and Regulations of SAR within twenty (20) days following receipt of the Directors' decision. (*Amended 11/96*)

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

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the Board of Directors of the SMLS to the Sunflower Association of REALTORS®, Inc., for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws. (*Amended 11/88*) **M**

Section 9.3 Complaints of Unauthorized Use of Listing Content

Any participant who believes another participant has engaged in the unauthorized use or display of

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

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

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

If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. **M** (January 2019)

Section 9.4 MLS Rules Violations

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. **M** (January 2019)

CONFIDENTIALITY OF MLS INFORMATION

Section 10 Confidentiality of MLS Information

Any information provided by the SMLS to the Participants shall be considered official information, which is confidential and exclusively for the use of Participants and persons affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. **M**

Section 10.1 MLS Not Responsible for Accuracy of Information

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

Section 10.2 Access to Comparable and Statistical Information

Board 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 Board Members and individuals affiliated with Board Members who are also engaged in the real estate business and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in these Rules and Regulations.

OWNERSHIP AND USE OF MLS COMPILATIONS AND COPYRIGHTS

SECTION 11 Ownership of MLS Compilations* and Copyrights

By the act of submission of any property listing content to the MLS, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on "Comparables." Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. *(Amended 5/16)* **M**

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content of any inadequacy of ownership, license, or title to the submitted listing content. **M** *(1/2019)*

Section 11.1 Ownership

All right, title and interest in each copy of every MLS Compilation created and copyrighted by the Sunflower Association of REALTORS[®], Inc., and/or its MLS and in the copyrights therein, shall at all times remain vested in the Sunflower Association of REALTORS[®], Inc., and/or its MLS. **R**

Section 11.2 Display

Each Participant shall be entitled to lease from the Sunflower Association of REALTORS[®], Inc., and its MLS a number of copies of (or rights to access) each MLS Compilation sufficient to provide the Participant, and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant, with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association. *

The Participant shall pay for each such copy the fee set by the Association. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules. **M**

USE OF COPYRIGHTED MLS COMPILATION

Section 12 Distribution

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Sunflower Board of REALTORS[®], and shall not distribute any

such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law. (Amended 4/92) **R**

Section 12.1 Display

Participants and those persons affiliated as licensees with such Participants shall be permitted to display the MLS compilation to prospective purchasers/lessees 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. (Amended 1/16) **M**

Section 12.2 Reproduction (Option #2)

Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

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

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

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

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

USE OF MLS INFORMATION

Section 13 Limitations on Use of MLS Information (Option #1)

Use of information from the MLS compilation of current listing information, from the Board's "Statistical Report," or from any "Sold" or "Comparable" report of the Board or SMLS for public mass media advertising by an SMLS Participant or in other public representations may not be prohibited.

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

Based on information from Sunflower Association of REALTORS®, Inc., (alternatively, from Sunflower MLS, Inc.) for the period (date) through (date). *(Amended 11/93)*

Section 13.1 Limitations for Entry to Property

Members using combinations, mechanical or push-button lockboxes, electronic codes (including one-time codes) or any other device or means for gaining entry into real property listed for sale/lease, pending sale/lease or under contract (sold) shall be limited to the following:

- a. To gain entry to a property for the purpose of exercising authority or responsibility derived from the agency or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the Agent.
- b. To gain entry to a property for the purpose of exercising authority or responsibility derived from the agency or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the Agent, and an agreed sale/lease Agreement, to facilitate completion of specified inspections, re-inspections and appraisals.
- c. To gain entry to a property for the purpose of exercising authority or responsibility derived from the agency or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the Agent, and an agreed sale/lease Agreement, in order to facilitate the completion of negotiated and agreed repairs or replacements by specific workmen or contractors.

Prior to leaving the property, close and lock any windows or doors opened or unlocked. Members shall return the property key(s) to the lockbox, if used, when leaving the property and assure that the lockbox has been securely closed before leaving the property. If unable to secure the property, the listing agent will be immediately notified. *(Amended 11/15)*

Section 13.2 Unauthorized Access by Non-Licensed Individuals or Groups

Members shall not permit access to the property unless accompanied at all times by a member or cooperating Members, except as outlined in 21.1.5.j No person who has been admitted to the property by a Member may remain in the property after the Member has left the property without the consent of the property owners.

No Member shall lend or permit the use of their combination, lockbox code, and electronic code

(including one-time codes of SentiCard or any other device or means for gaining entry to any unauthorized person under any circumstance.

Section 13.3 Failure to Comply and Violation

Any failure to comply with the terms herein constitutes a default of the Bylaws, Rules and Regulations of the SMLS and subject to penalties outlined in Section 9. *(Amended 11/2015)*

CHANGES in RULES and REGULATIONS

Section 14 Changes in Rules & Regulations

Amendments to the Rules and Regulations of the SMLS shall be by consideration and approval of the Board of Directors of the SMLS, in accordance with the provisions of Article 10, Section B of the Bylaws of the SMLS, subject to final approval by the Board of Directors of the Sunflower Association of REALTORS®, Inc. (Shareholder).

Section 15 & 16 (options not applicable)

ORIENTATION

Section 17 Orientation

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

Participants and subscribers may be required, 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 orientation and, additional training remotely. *(Adopted 11/09) (Amended 11/17)*

MLS RULES RELATED TO INTERNET DATA EXCHANGE (IDX)

Section 18 IDX Defined

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

Section 18.1 Authorization (Option #1)

Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not

download, frame or display the aggregated MLS data of other Participants. *

Section 18.2 Participation (Option 4)

Participation in IDX is available to all MLS Participants/Subscribers who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants *(Amended 11/09)*

Section 18.2.1

Participants/Subscribers must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 5/12)*

Section 18.2.2

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

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a Seller has 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) or other electronic forms of display or distribution *(Amended 05/17)*

Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each Participant. *(Amended 05/17)*

Section 18.2.5

Participants/Subscribers must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. *(Amended 11/14) (May 2017)*

Section 18.2.6.

Except as provided in the IDX policy and these rules, an IDX site or a Participant/Subscriber or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 05/12)*

Section 18.2.7.

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

Section 18.2.8.

Any IDX display controlled by a Participant/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,

either or both of those features shall be disabled or discontinued for the Seller's listings at the request of the Seller. The listing broker or agent shall communicate to the MLS that the Seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9., a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the Seller. *(Adopted 05/12)*

Section 18.2.9.

Participants/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 the Participant/Subscriber beyond that supplied by the MLS and that relates to a specific property. Participants/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 the property explaining why the data or information is false. However, Participants/Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 05/12) (May 2017)*

Section 18.2.10.

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

Section 18.2.11

Participants/Subscribers shall not modify or manipulate information relating to other Participants' listings. MLS Participants/Subscribers may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The sources (s) of the information must be clearly identified in the immediate proximity to such data. (This is not a limitation on site design but refers to changes to actual listing 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 data fields. *(Adopted 05/15) (May 2017)*

Section 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. * *(Amended 05/17)*

Section 18.3 Display

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

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. *(Amended 05/12)*

Section 18.3.1.1

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

Section 18.3.2. Deleted May 2015

Section 18.3.3 (moved to Section 18.2.12 and classified as Mandatory.)

Section 18.3.4

Optional - not chosen

Section 18.3.5

Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participants consent and control and the requirements of state law and/or regulation. This ability to display is limited to framing or linking to their Participants website.

Section 18.3.6

Deleted by NAR November 2006

Section 18.3.7.

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

Section 18.3.8.

Participants/Subscribers shall indicate on their Web sites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants/Subscriber and/or the MLS from liability. *(Amended 11/17) Amended May 2017)*

Section 18.3.9.

The data consumers can retrieve or download in response to an inquiry shall be determined by the

MLS but in no instance, shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is fewer. *(Amended 11/09) (Amended 11/17)*

Section 18.3.10.

The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS. *(Adopted 2011)*

Section 18.3.11.

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from (e.g. other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. * *(Amended 11/17)*

Section 18.3.12.

Display of expired, withdrawn, and sold listings** is prohibited. *(Amended 11/14)*

Section 18.3.13.

Display of Seller(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited. *(SMLS Amended 2011)*

Section 18.3.14

Participants/Subscribers are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS. *(Amended 5/12) (July 2017)*

Section 18.3.15

Option Not Chosen

Section 18.3.16 (Option #1)

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. *(Adopted 11/09)*

Section 18.4 Service Fees and Charges.

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. *(Adopted 11/01, Amended 05/05)*

VIRTUAL OFFICE WEBSITES (VOWs)

Section 19 Virtual Office Websites

Note: Adoption of Sections 19.1 through 19.14 is mandatory.

Section 19.1 VOW Defined

- a. A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage

services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

- 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 sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 19.2

- a. The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- 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

- 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, sale or lease 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 19.4

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

Section 19.5

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized 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.

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

Section 19.6

- a. A Participant's VOW shall not display 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:
- 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
- d.

Seller Opt-Out Form

1. Please check either Option a or Option b
- a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
- OR
- b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

c.

Initials of Seller

Section 19.7

- 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 19.8

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 19.9

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

Section 19.10

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 19.11

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

Section 19.12

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

Section 19.13

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

Section 19.14

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

Section 19.15

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

- a. Expired and withdrawn listings

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

- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The seller(s) and occupant(s) name(s), phone number(s) and email address(es) where available.
- e. Instructions or remarks intended for cooperating brokers only, such as these regarding showings or security of listed property.

Section 19.16

A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as 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 19.17

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 19.18

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

Section 19.19

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not fewer than 500 current listings or fifty percent (50%) of the listings in the MLS, whichever is less. (*Amended 11/17*)

Section 19.20

A Participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

Section 19.21

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

Section 19.22

A Participant shall cause any listing displayed on his or her VOW 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 19.23

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

SUNFLOWER MLS STANDARDS

SECTION 20 Infractions of the MLS Rules & Policies

An alleged violation of the MLS Standards will be processed consistent with the procedures in Sections 9 and 9.1 of the SMLS Rules. Upon notification to the Association of any infraction of MLS Rules and Policies, the MLS Staff will do the following:

- a. Contact the Subscriber (listing agent) and Participant (Broker) of the firm to resolve the infraction. If the infraction is not corrected within three (3) business days of written notification a fine will be imposed on the Participant. *(Amended 7/2017)*
- b. Infractions of MLS Rules and Policies will result in fines as outlined in Section 7.1.1. Invoices not paid within thirty (30) days of the invoice date, will result in suspension of the Participant and therefore Subscriber's membership and MLS privileges. Participant and/or Subscriber may submit a written request to the Board of Directors for a refund of the fine within 30 days of fine assessment if they feel the fine was unjustly assessed. Participants/Subscribers will be given at least ten (10) days' notice before suspension. *(May2017)*
- c. Notwithstanding the limitations established in the Code of Ethics and Arbitration policy, multiple listing services operated as committees of associations of REALTORS or as separate, wholly-owned subsidiaries of one or more associations of REALTORS® are authorized to remove any listing from the MLS compilation of current listings where the participant has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the participant shall be advised of the intended removal, so the participant can advise his or her client(s). *(Adopted 11/07) (Amended 05/15)*

Section 20.1 Duplicate Listings

Always search the database prior to entering your new listing. This will assure that your listing is not a duplicate. Any change to the address or tax account number in order to input a duplicate listing is a violation of these Rules. Multiple listings of the same address will be permitted if the listings offer substantially different property descriptions (*i.e.* Single-Family Residence with 3 acres, and Single-Family Residence with 80 acres.) A listing can be added into more than one property type (RE, MF, CI, and LD). The listing office is required to withdraw the duplicate listing when property status is changed in order for stats to be accurate. The Participant's agent in violation of the MLS rules will be subject to a \$100 fine. *(Amended 05/15)*

Section 20.2 All "Required Fields"

All required fields must be completed with accurate information and dashes and special characters (N/A) are not permitted. This includes listings which have been placed under contract but are past the closing dates in the MLS System. Violation of this policy will result in a rules and policies infraction.

Section 20.3 Tax Information

Enter only Total True Taxes. Do not enter taxes reflecting any exemptions. Exemption value can vary from entity to entity. TBD is not acceptable. Estimated values are allowed as long as they are identified as being "EST". Violation of this policy will result in a rules and policies infraction.

Section 20.4 Offers of Compensation

Unless otherwise agreed in writing by all participating members, when a compensation offering is changed from its original computer entry, it will become effective immediately in the MLS and shall apply to all Purchase and sale/lease Agreements written on that date. If property is involved in any negotiations during the calendar period referenced above, then written disclosure to the cooperating broker is required. Compensation to Buyer's Agents, Sub-Agents and Transaction Brokers must be entered as either a percentage of the gross selling price or a definite dollar amount.

Section 20.5 Remarks Sections

All information contained in the "Public" and "Agent" Remarks Sections must be in compliance with all local, state and/or Federal Fair Housing laws.

- a. **Public Remarks Section:** This section is reserved to further describe the property being offered for sale/lease. It should NOT contain any personal contact information; this includes but is not limited to, agent personal information, brokerage information, web addresses, URL's, Virtual Tours, phone numbers, co-listers, agent bonus information or other inappropriate information.
- b. **Agent Remarks Section:** This section is reserved for information to be shared with other MLS Participants/Subscribers. This includes: bonus information, lock box location, cell phone numbers, web addresses and showing instructions. This section should not include lock box codes.

Violation of this policy will result in a rules and policies infraction.

Section 20.6 Virtual Tours

Advertising (including co-branding) on virtual tours is prohibited. (*Adopted 12/13*)

Section 20.7 Directions

The Directions Field must contain directions that any reasonable, prudent person can use to locate the property. Consult map, see agent, company identity, web sites and other information, are not permitted. Failure to comply with this Rule will result in a rules and policies infraction.

Section 20.8 Photo Policy

Any listing, other than unimproved land, requires at least one current exterior photo within (5) five days from the input date. This includes all classes and statuses, unless Seller/Landlord(s) of the property expressly direct that photographs or other graphic representation of the property, which include architectural or elevation drawings, be withheld from the MLS compilation. At the end of the (5) five-day period following input, any listing without a photo will result in a rules and policies infraction. (*Amended 05/15*)

- a. For new construction, the architectural or elevation drawing is required within the same (5) five-day period from input date and is subject to the same non-refundable fine assessment also. When the new construction is complete, a photo may replace the architectural drawing if

desired.

- b. Office, Agent and personal promotion information is prohibited from being in the property photo. Photos submitted must be free of any advertising logos or images, or any kind of Agent information, superimposed or inserted in the photo(s). Failure to comply with this Rule will result in a rules and policies infraction.

Section 20.9 Sold Reporting for Paragon

All Sale/lease must be reported within three (3) business days per our MLS Rules (Rule 2.5 in Rules and Regulations is below) excluding Commercial Sale and leases. Sale/lease (s) not reported in the required 3 business days' time will result in a Penalty being invoiced on the 4th day. There will not be a "warning" email sent. The penalty will be the same as other MLS Standards infractions. (\$100 per listing in violation).

Section 20.10 MLS Access Logins and Password(s)

Any authorized MLS users shall not give out their login information or password(s) to any other participant or non-participant, unless authorized by the MLS. Failure to comply with this Rule will subject the member to a fine of **\$1,000 and possible suspension of MLS privileges for not less than thirty (30) days nor more than one (1) year to be determined by the Board of Directors.**

Section 20.11

Reactivation of MLS Access

Any Participant/Subscriber whose MLS access is interrupted for any reason (non-payment of dues, fees, fines or assessments) shall pay \$100.00 to reactivate MLS access and pay any dues, fees, fines or assessments that were owed at the time of interruption. (May 2017)

Section 20.12 Input Listing Fee (Removed 10/18)

Section 20.13 Transfer Photo Fee (Removed 10/18)

SENTRILOCK® LOCKBOX SYSTEM FOR MLS PARTICIPANTS AND SUBSCRIBERS

SECTION 21 SentiLock Rules, Regulations, and Procedures

The following **Rules, Regulations and Procedures** are adopted by Sunflower MLS, Inc., for the protection of the public and shall be strictly adhered to by all Cardholders.

Section 21.0.1 Definitions

- a. SentiLock® System refers to all components used in conjunction with SentiLock® products (i.e.: Smartcard®, SentiLock® Website, Electronic Lockboxes, etc.).
- b. Lockbox refers to the key storage device.
- c. SentiCard® refers to the entry card or any future product introduced by SentiLock®.

- d. Cardholder is any licensed real estate associate or licensed appraiser, MLS Participants and Subscribers (and REALTOR-ASSOCIATE®, if applicable) and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a Subscriber under the supervision of Participant. *(Amended 05/15)*
- e. Participant is any principal broker or his/her designee in accordance with the National Association of REALTORS® (NAR) rules. *(Amended 05/15)*
- f. SMLS is the Sunflower MLS, Inc.
- g. SAR is the Sunflower Association of REALTORS®, Inc.
- h. User Agreement is the “SentriLock® User Agreement.”
- i. Person means individual or entity.

Section 21.1 Policies

Upon execution, the Cardholder agrees to all terms and conditions of the SentriLock® User Agreement. Violation of any of such terms and conditions may constitute grounds for termination of the agreement and deactivation of the SentriCard®, and/or imposition of fines and/or charges under provisions as stated in Section 21.1.9 herein.

Section 21.1.1 Lockbox

- a. SMLS will sell Lockboxes to Cardholders.
- b. SMLS will maintain a separate inventory of boxes sold.

If the lock box system is an activity of an association-owned and operated multiple listing service, then every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS. *(Amended 05/17)*

Section 21.1.2 License to Use

Upon execution of “User Agreement” Cardholder will be granted a personal, revocable, non-exclusive and non-transferable license to use the SentriCard® and Lockbox in combination with the Cardholder’s normal and customary activities while acting as a real estate agent or appraiser on the terms and conditions set forth in the referenced SentriLock® User Agreement. The User Agreement required of all SentriCard® cardholders is made part of these **Rules, Regulations and Procedures** by reference.

Section 21.1.3 Purpose

Cardholder shall use the SentriCard® only for purposes of gaining authorized entry into real property on which a system Lockbox has been installed pursuant to an agreement with the owner(s) of such real property. Use of a SentriCard® to gain entry to a property for any purpose other than the exercise of authority or responsibility derived from the agency, sub-agency or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the Agent, or from an appraisal relationship with the owner or contracted buyer, is specifically forbidden. Utilization of information derived from viewing properties shall

not be used or conveyed to anyone for the purpose other than to facilitate the sale or lease of real property.

Section 21.1.4 Revocation/Refusal of License

Cardholder's license to use the SentiLock® System for entry may be revoked immediately upon the happening of any one or more of the following events:

- a. Termination of Cardholder's affiliation with an eligible Participant. *(Amended 05/15)*
- b. Failure of Cardholder to comply with any of the terms and conditions set forth herein, including but not limited to, the provisions for security in Section 20.1.5 herein, or the provisions of the SentiLock® User Agreement or the SMLS Bylaws, Rules and Regulations, and policies.
- c. SMLS may refuse to sell Lockboxes or lease SentiCards®, may terminate existing SentiLock® System lease agreements and licenses, and may refuse to activate or reactivate any SentiCard® held by an individual who has been convicted of crime within the past seven (7) years under the following circumstances: *(Amended 5/17)*
 1. The association or MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts. *(Amended 5/17)*
 2. The association or MLS gives the individual, an opportunity to provide and the association or MLS must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:

SMLSs will evaluate individuals uniformly and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history. *(Amended 5/17)*

- d. SMLS may suspend the right of a Cardholder to use the SentiLock® System following their arrest and prior to a final determination on any such charge if, in the sole determination of the SMLS Board of Directors, the charge relates to a crime that relates to the real estate business or puts clients, customers, or other real estate professionals, or property at risk.
- e. In exercising this right, the Board of Directors shall afford such due process as is deemed required. *(Amended 05/15) (Amended 5/17)*
- f. Factors that can be considered in making such determination include, but are not limited to:
 - the individual's age at the time of the charge
 - the nature and seriousness of the crime;
 - the relationship to the crime to the purposes for limiting lockbox access;
 - the extent to which access (or continued access) might afford opportunities to engage in similar activity;
 - the extent and nature of any prior convictions;
 - time since criminal activity was engaged in;

- evidence of rehabilitation while incarcerated or following release; and
- evidence of present fitness to hold a SentiCard®.

Section 21.1.5 Security of SentiCard® and Property Key

Upon execution of the SentiLock® User Agreement, Cardholder acknowledges that it is necessary to maintain security of the SentiCard® and the property key to prevent their use by unauthorized persons.

Current Update: Cardholder acknowledges that the SentiCard® has an update and that this code expires at regular intervals determined by SMLS, prohibiting further use of the SentiCard® until a new update is obtained from SMLS by placing the SentiCard® in a SMLS card reader or by another authorized method.

Upon execution of the SentiCard® User Agreement, Cardholder agrees:

- To keep the SentiCard® in Cardholder's possession or in a safe place at all times;
- Not to allow Cardholder's PIN to be attached to the SentiCard®;
- Not to disclose Cardholder's PIN to any third party;
- Not to lend the SentiCard® or property key to any person, for any purpose whatsoever, or to permit the SentiCard® or property key to be used for any purpose by any other person;
- Not to duplicate the SentiCard® or property key or allow any other person to do so;
- Not to assign, transfer, or pledge the SentiCard® or any other rights thereto, except as noted in Section II (16) herein;
- Not to allow anyone who has been admitted to the property by the Cardholder, to remain in the property after the Cardholder has left the property without the consent of the property owners;
- To return the property key(s) to the Lockbox when leaving the property; and to assure that the Lockbox has been securely closed before leaving the property;
- Prior to leaving the property, close and lock any windows or doors opened or unlocked by the Cardholder or by anyone admitted by the Cardholder;
- One Day Showing Codes: These codes are to be disclosed or given ONLY to an agent, a broker or inspector or contractor. Before issuing a code to an agent or broker you must:
 - Obtain the caller's name and phone number, and the company name and phone number.
 - Confirm that the agent is in fact a licensed agent with the company before leaving the one-day code, with the office or in an agent's voice mailbox. You are strongly advised not to leave the code, if the phone number called simply puts you into a personal or unidentified voice mail box, without allowing you to confirm the agent's status with the company.
 - To follow all additional security procedures as specified by SMLS from time to time amended.

Section 21.1.6 Reporting Lost, Stolen or Non-business SentiCard®

In the event a SentiCard® is lost, stolen, or otherwise unaccounted for, Cardholder shall immediately notify SentiLock® and SMLS. If the Cardholder believes the SentiCard® was stolen, Cardholder shall promptly report any such theft to the appropriate law enforcement agency.

a. If the SentiCard® is lost or stolen, the Cardholder agrees that the SentiCard® will immediately be deactivated by a SentiLock representative.

b. Replacement card will be the responsibility of the cardholder. Charges will be as follows:

1. Non-working SentiCard®: SMLS will replace one (1) FREE SentiCard® per year per cardholder, upon the return of the non-business SentiCard®. *(Amended 10/18)*

2. Non-working SentiCard® must be turned in at time of issuance of replacement to avoid fees. Fees will be assessed per Section II (6, b, 2) herein with no refunds should card be turned in after issuance. *(Amended 10/18)*

3. First time replacement \$25; second \$50, third \$75. After 3rd replacement, cardholder will need to petition the SMLS Board of Directors for replacement SentiCard

Section 21.1.7 Audit/Inspection

Association or MLS shall maintain current records as to all keys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or by receipt of a statement signed by the keyholder and the designated Realtor®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder. *(Amended 5/17)*

SMLS reserves the right to conduct an audit/inspection of all SentiCards® at its discretion.

a. Cardholders shall submit the SentiCard® for audit/inspection within seven (7) days at SMLS's office after receipt of written notice.

b. The SentiCard® shall be deemed unaccounted for if the Cardholder does not demonstrate that the SentiCard® is within the Cardholder's physical control and the Cardholder shall be subject to appropriate fines and/or penalties and deactivation of SentiCard®.

Section 21.1.8 Failure to Comply and Violation

Any failure to comply with any terms herein or of the User Agreement or the Bylaws, Rules and Regulations, and policies of SMLS shall constitute an event of default.

Upon the occurrence of any such event of default, the User Agreement may be terminated in accordance with these Rules and Regulations by SMLS.

a. Cardholder shall be subject to loss of access to the SentiLock® system, fines, and other penalties as determined by SMLS Bylaws, Rules and Regulations, and Policies. If the default is an alleged violation of the security provisions contained in Section 21.1.5 herein the violation will be processed according to Section 9.1.

b. Failure to comply with all SentiLock® procedures may result in the deactivation of SentiLock® system. SMLS will not be obligated to re-activate SentiLock® system unless

and until Cardholder again becomes authorized to utilize the SentiLock® system.

- c. Failure to pay appropriate SMLS dues and fees will result in deactivation of SentiLock® system.

Section 21.1.9 Fines and Penalties

Refer to Enforcement of Rules or Disputes, Sections 9 through 9.2 of the Rules and Regulations of the Sunflower MLS.

Section 21.1.10 Participant and Cardholder's Responsibilities

For as long as Cardholders shall have SentiLock® system privileges, Participant shall maintain supervisory authority over Cardholders. Cardholders shall be actively engaged in the real estate profession as defined by the National Association of REALTORS® (*Amended 05/15*)

- a. Participant and Cardholders shall maintain current Kansas real estate license or appraiser license.
- b. By executing the User Agreement, a Cardholder agrees that they are liable for all duties, responsibilities, and obligations consistent with use of the SentiLock® system.
- c. Cardholder or his or her Participant shall promptly notify SMLS should the Cardholder cease to have a valid license.
- d. Cardholder must comply with all SMLS Rules and Regulations, and Policies for use of the SentiLock® system.
- e. Cardholder must keep SMLS advised in writing of his or her current address at all times. Address changes must be reported to SMLS within forty-eight (48) hours.
- f. Should Cardholder transfer ownership of the Lockbox (es) to another authorized individual, Cardholder will immediately notify SMLS and SentiLock in writing, of the transfer and identity of serial number/shackle code of the box (es) involved. (*Amended 05/15*)

Section 21.1.11 Requirement of Identification

Should Cardholder need to obtain Cardholder's PIN number, SMLS shall require Cardholder to appear personally at the SMLS office or call the office but Cardholder must provide some form of appropriate identification to verify ownership.

SMLS shall maintain an accurate accounting of all information disseminated under this provision. Should a Cardholder need to obtain a shackle code for Cardholder Lockbox, Cardholder or Participant may do so by calling SMLS and giving Cardholders SentiCard® PIN to staff. Participant shall not be required to provide the PIN code). Staff may then release the shackle code via telephone. Staff may only release shackle codes for Lockboxes owned by the caller or the Participant of the owners. (*Amended 05/15*)

Section 21.1.12 Action to Enforce

Any action for the enforcement of these Rules and Regulations or of the User Agreement may be made in the name of the SMLS, in any court holding jurisdiction over the geographic location of SMLS's business address and shall include any payment of collection fees and attorney's fees by Cardholder.

Section 21.1.13 Repurchase/Resale of Electronic Lockboxes

Lockboxes may be transferred between SentiCard® Cardholders, subject to Section 21.1.10 f herein.

Section 21.1.14 Various Fees

- a. **Battery Replacement:** Replacement batteries are available for purchase at SMLS Office.
- b. **“Paddle” rental** – the “Paddle” can be rented for 48 hours from the SMLS Office upon the deposit of \$100. Paddle will need to be returned in 48-hour timeframe for deposit refund.

Section 21.1.1. Allocation of SentiCard®

SMLS will not issue more than one (1) SentiCard® per Cardholder.

Section 21.1.16 Miscellaneous

If any provision of the SentiLock® User Agreement or these Rule and Regulations shall be held to be invalid, illegal, or unenforceable, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions. These Rules and Regulations shall include any and all amendments thereto which may be adopted from time to time.

SENTRILOCK® AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN SUNFLOWER MLS, INC., AND SMLS PARTICIPANT (known as authorized user) _____ AND SMLS PARTICIPANTS LICENSEE (authorized User’ or Agent’) _____.

- 1. **SENTRICARD® RECEIPT:** Participant and Agent acknowledge receipt of a SentiLock® Smart Card from SMLS.
- 2. **SMLS RULES, REGULATIONS AND PROCEDURES RECEIPT:** Participant and Agent acknowledge receipt of the SMLS Rules, Regulations and Procedures for the SentiLock® Lockbox System for REALTOR® Members.
- 3. **TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of the Agreement and ends on the date the Authorized User terminates Membership with SMLS and returns the SentiLock® Smart Card to SMLS.
- 4. **ADDITIONAL CONDITIONS SET FORTH IN THE RULES, REGULATIONS AND PROCEDURES FOR SENTRILOCK® LOCKBOX SYSTEM FOR REALTOR® MEMBERS ARE PART OF THIS AGREEMENT:** The written contract expresses the entire agreement between Participants, Agents and SMLS with respect to SentiLock® Smart Cards. This Agreement supersedes any and all other agreements, either oral or in writing relating to the use of SentiLock® Smart Card. No other agreement, statement or promise relating to the subject matter or the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant and/or Agent.

Signature and Date Lines (Participant, Agent and SMLS Official)

Adopted: October 14, 1980
Amended: February 11, 1981
May 18, 1982
June 12, 1984
November 19, 1985
October 1, 1986
February 12, 1987
June 11, 1987
May 17, 1990
October 11, 1990
April 16, 1992
January 1, 1993
October 19, 1995
September 18, 1997
August 2005
January 2009
December 2011
July 2012
January 2013
October 2013
March 2015
May 2015
November 2015
March 2016
February 2017 (lease inclusion)
May 2017 (Allow agent IDX)
July 2017 (status change reporting)
September 2017 (define business days)
February 2018 (NAR MLS Policy changes)
August 2018 (NAR MLS Policy changes)
October 2018(define day one of 3 business days on status change Section 2.5)
October 2018 (remove Section 20.12 input listing fee)
October 2018 (remove Section 20.13 transfer photo fee)
October 2018 (change wording from Non -business to Non-working on Section 21.1.6)