

GFC CMLS Rules and Regulations *(as approved 07/20/09)*

Article 1 – Name, Authority and Purpose

Section 1.1 Name. The name of this organization is the **Greater Fairfield County CMLS, Inc.** (hereinafter “Service” or “the Service” or “GFC CMLS or “MLS”).

Section 1.2 Authority. The Articles of Incorporation establishing the **Greater Fairfield County CMLS, Inc.** and its Bylaws provide the authority to the Board of Directors to issue these Rules and Regulations and amend them from time to time.

Section 1.3 Definitions. Capitalized terms which are not defined the first time they appear are defined in the Schedule A - Defined Terms attached to these Rules.

Section 1.4 Purpose of the Service. The multiple listing system operated by the GFC CMLS (the “Service”) shall be a means by which authorized Participants make blanket unilateral offers of compensation to other Participants who are acting as buyer agents (or in other agency or non-agency capacities to whom such offers are permitted by law); by which cooperation among Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the Participants so that the Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating Participant’s performance as a procuring cause of the sale or lease.

Article 2 – Participation

Section 2.1 Participation. For purposes of these Rules & Regulations, the following definitions shall be used:

- a) **Participants:** Participation in the Service is available to any REALTOR® principal, or his/her properly authorized designee, who is an active member of an Association of REALTORS® without further qualification except: (1) submission of a properly executed Participant Agreement; (2) payment of required dues and fees; (3) agreement to abide by the by-laws and these rules and regulations of the Service; and (4) completion of an orientation program of no more than three (3) classroom hours devoted to the MLS rules and regulations. However, under no circumstances is any individual or firm, regardless of membership status, entitled to "Participation" unless they hold a current, valid Connecticut real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate Connecticut regulatory agency to engage in the appraisal of real property.

Use of information developed by or published by the 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 any right of access to information developed by or published by the Service where access to such information is prohibited by law. A REALTOR® principal of any firm, partnership, or corporation, or a branch office manager who has written authorization from the REALTOR® principal of his/her firm to serve as designated broker or licensed or certified appraiser and who is designated by said firm, partnership, or corporation shall be termed the "Participant" in the Service and shall have all rights, benefits, and privileges of the Service, and shall accept all obligations to the Service for the Participant's firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the Service by all persons affiliated with Participant who utilize the Service.

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

- b) **Subscribers:** Subscribers include non-principal brokers, sales associates, and licensed or certified appraisers affiliated with a Participant. A Subscriber's right to access or utilize the Service and its information is contingent on: (1) submission of a properly executed Subscriber Agreement; (2) payment of required dues and fees; (3) agreement to abide by the by-laws and these rules and regulations of the Service; and (4) completion of an orientation program of no more than three (3) classroom hours devoted to the MLS rules and regulations. Subscriber access is further subject to the Subscriber maintaining his/her affiliation with a Participant whose Service Participation is in good standing and is limited to those activities authorized to that Participant's office. Data and information obtained from the Service shall not be used or made available to any non-MLS individuals or firms, nor used by the Subscriber for any real estate activity outside of the Participant's business. A Subscriber's right to utilize the Service is immediately suspended if the Subscriber's relationship with his/her Participant is interrupted or the Participant's Services are suspended or terminated.
- c) **Users:** Users include all staff employed by or affiliated with a Participant, other than Subscribers, including: (A) administrative and clerical staff; (B) personal assistants; and (C) individuals seeking licensure or certification as real estate appraisers, who will have access to and/or use of the Service. All Users who will have use of or access to the Service must obtain their own active MLS ID. A User's right to access or utilize the Service is contingent on: (i) submission of a properly executed Subscriber Agreement; (ii) agreement to abide by the by-laws and these rules and regulations of the Service; and (iii) completion of an orientation program of no more than three (3) classroom hours devoted to the MLS rules and regulations. User access is further subject to the User maintaining his/her affiliation with a Participant whose Service Participation is in good standing and is limited to those activities authorized to that Participant. Data and

information obtained from the Service shall not be used or made available to any non-MLS individuals or firms, nor used by the User for any real estate activity outside of the Participant's business. A User's right to utilize the Service is immediately suspended if the User's relationship with his/her participant is interrupted or the Participant's Services are Suspended or Terminated.

- d) **Teams:** (1) All Teams must be properly registered with and authorized by the MLS. Such registration shall be on a form provided by the Service and include the names of all persons associated with the Team. A Team can be as simple as an agent working with a personal assistant or as complex as many agents and assistants working together. (2) The following rules apply to all Teams and their affiliated Subscribers and Users: (A) All Team members who are actively engaged in the sale or appraisal of residential real estate and are associated with an office located within the MLS Service Area must be active paid Subscribers and maintain their own personal MLS ID. This includes, but is not necessarily limited to those Team members who perform services which may require a real estate sales license or appraiser license or certification such as, but not limited to: answering consumer questions, hosting public open houses, showing property, and participating in negotiations. (B) Team members who are not allowed to and do not perform any function, service or duty that would require Connecticut Real Estate Licensure or Certification but will have access to or use of the Service must be active MLS Users and maintain their own personal MLS ID. (C) As with GFC CMLS Subscribers and Users, Team members may not share electronic Keypads such as "dKEYs" or "eKEYs" with anyone including other Team members.
- e) **Authorized Vendors:** The MLS requires any third party Vendor who requires access to MLS Data to perform services for an MLS Participant to enter into a Data Licensing Agreement approved by the MLS and signed by the Participant, Vendor and MLS before the MLS will provide the Vendor with access to MLS data. As set forth in the Data Licensing Agreement, the MLS may charge reasonable fees to cover the costs associated with providing such Data access.

Section 2.2 Participant's Minimum Service Requirements. Each licensee (including, without limitation; brokers, managers, sales persons and appraisers) associated with a Participant in any office located within the GFC CMLS Primary Service Area shall be a Subscriber unless MLS has granted Participant a written waiver with respect to such licensee as hereinafter provided. In the case of a Participant's office located outside the Primary Service Area, only those licensees (including, without limitation, brokers, managers, sales persons and appraisers) who are actively engaged in the sale, rental or appraisal of residential property within the Primary Service Area or who will have access to or use of the Service are required to be Subscribers.

Each Participant is required to subscribe to at least the following minimum level of service:

- a) One (1) Subscriber Fee for each Participant;
- b) One (1) Subscriber Fee for each non-waived licensee associated with such Participant.

For purposes of this Section 2.2, a licensee shall be deemed to be "associated" with a Participant if such licensee is employed by, or affiliated as an independent contractor with, a real estate brokerage or appraisal firm or office in which the Participant, directly or indirectly: (1) owns at least a twenty (20%) percent interest; or (2) has the ability to exert management control.

In the event a Participant creates a new firm or corporation or changes his/her office or firm to a new corporation a new Participant Agreement must be executed and a new start-up fee paid.

Section 2.2.1 Participant's Use of Affiliated Referral Organization. Nothing in Section 2.2 shall preclude Participants from maintaining a direct or indirect ownership interest in a "Limited Function Referral Office" (LFRO). For the purpose of this Section 2.2.1 an LFRO is defined as an entity engaged exclusively in soliciting and/or referring clients and customers to the

Participant, for consideration, on a substantially exclusive basis. Licensees who are affiliated with a Participant's LFRO, who the Participant certifies are: (a) not otherwise affiliated with the Participant's brokerage or appraisal business, and (b) are solely engaged in referring clients and customers to the Participant, and (c) will have no access to or use of the GFC CMLS services in any way, are excluded from the calculation of the Participant's minimum service requirements as defined in Section 2.2.

Section 2.3 Participants are Responsible for Those Associated with the Participant.

- a) Participants are responsible for their employees, personal assistants, sales associates, partners and corporate officers (collectively the "Participant's Associated Personnel") in all matters involving the GFC CMLS including insuring that: (1) all Associated Personnel hold valid Connecticut real estate licenses as required by law; (2) all Associated Personnel required to do so are registered as Subscribers and Users, as discussed in Section 2.2 above; (3) all Service Fees due to GFC CMLS for Participant's Associated Personnel are current; (4) the business conduct of Participant's Associated Personnel complies with Connecticut law and with these Rules and Regulations; and (5) GFC CMLS is notified of all additions to and departures of Participant's Associated Personnel by the deadlines set forth in these Rules and Regulations.
- b) Participants are obligated to insure that Participant and all of Participant's Associated Personnel are current in their obligations to all Local Board(s) or Association(s) of REALTORS of which they are members, including the payment of fees for assessed non-members who are associated with Participant.

Section 2.4 Changes in Service. Within ten (10) business days of the occurrence of the event, Participant shall notify MLS in writing, fax or email that: (a.) Participant has opened a new office or closed an existing office within the Primary Service Area, (b) a Subscriber or User has become associated with, or disassociated from the Participant.

Section 2.5 Email Communications Requirement for all Participants, Subscribers and Users. The GFC CMLS uses email as its primary means of communication. Therefore, while the GFC CMLS does not provide Participants, Subscribers and Users with email accounts, it is the personal responsibility of every Participant, Subscriber or User to link and maintain a third party email account to their GFC CMLS membership record and regularly monitor this email account. There are several important communications, such as individual invoices, notices of suspected rules violations and notices of suspension or termination for nonpayment that will only be delivered via email. Participants, Subscribers or Users who do not maintain an active email account or are slow to respond to email messages from the GFC CMLS are likely to incur fines. Participants, Subscribers and Users can modify the email address they have on file with the MLS at any time by going to "My Account" section of www.ct-mls.com.

Section 2.6 Unauthorized Use of a System ID. Unless specifically authorized in writing by the MLS, only the Participant, Subscriber or User specifically assigned a given MLS ID is authorized to access the System using that MLS ID. **Allowing any other person to use an MLS ID to access the Service, including, without limitation, the Subscriber's Participant, other Participants, another Associated Personnel of Subscriber's Participant, Clients, Customers, Service Providers or Vendors is expressly prohibited.** Any violation of Section 2.6 is subject to the automatic imposition of a "Fourth Tier" fine as set forth in Section 5 of Schedule C. After the first violation, if a Participant, Subscriber or User again violates this Section the Service shall impose a thirty (30) day suspension of all MLS Services and privileges. Misuse of a MLS ID or allowing the unauthorized use of a MLS ID may also subject the Subscriber to criminal prosecution or civil litigation to enjoin such unauthorized use. Because of current limitations within the GFC CMLS System, the GFC CMLS will not

unreasonably deny written requests for Subscribers and Users within Teams to access the System using another Team member's MLS ID provided that: (a) all Team members are Subscribers or Users in good standing who have their own personal MLS ID; and (b) there is a reasonable business need for such use.

Section 2.7 User Certification:

- a) Upon the GFC CMLS's written request Participants shall annually submit to GFC CMLS a written certification in the form containing the following information: (1) the identity of the Participant making such Certification; (2) the total number of real estate brokers, salespeople, licensed or certified appraisers, and other licensed or unlicensed personnel who are Users of the System, who are employed, associated or otherwise affiliated with the Participant; (3) all primary and secondary Local Board(s) and Association(s) of REALTORS that the Participant and each licensed person associated or affiliated with the Participant is either a member of or to which the Participant has paid the Local Board or Association fees for assessed non-members, and (4) the Connecticut License or Certification number of each real estate broker, salesperson and licensed or certified appraiser employed, associated or otherwise affiliated with the Participant. The latest version of the "GFC CMLS Certification form can be found at www.ct-mls.com.
- b) At the GFC CMLS's sole discretion it may require a Participant to update their most recently submitted User Certification as described in Section 2.7(a).

Section 2.8 Failure to Submit a User Certification: If a Participant fails to submit a properly completed Annual User Certification within thirty (30) calendar days of the due date all services to that Participant and the Subscribers and Users affiliated with that Participant shall be suspended until a properly completed Certification is submitted.

Section 2.9 Submitting an Incomplete or Inaccurate User Certification: Upon a determination that a Certification fails to identify a non-principal broker, sales associate, licensed or certified appraiser or User affiliated with the Participant, in addition to any other rights and remedies of GFC CMLS, the GFC CMLS shall assess fees to such person's Participant for Subscriber or User Access retroactive to the date of such person's affiliation with the Participant and such person thereafter shall be deemed to be a Subscriber or User. In addition, the Participant shall pay a fine of \$500.00 for each unreported affiliate.

Section 2.10 Participant Required to Promptly Notify the MLS of Staff and Office

Changes: Changes in personnel employed, associated or affiliated with the Participant and changes in Participant's office locations within the primary Service Area which occur between Annual User Certification submissions must be reported to the MLS as required in Section 2.4 and will be considered an amendment to the Participant's most recently submitted Certification.

Section 2.11 Waivers: A Participant may obtain a waiver from the minimum service requirements of Section 2.2 above relating to any affiliated licensee by delivering a signed statement to MLS in which the Participant and such licensee both certify that the licensee is contractually prohibited from doing, and does not in fact do, any of the following:

- a) transact any business listing, selling showing or appraising residential properties that would require a license in the State of Connecticut;
- b) have access to the System (other than as a Personal or Administrative Assistant);
- c) receive compensation based upon the sale of any property listed in the MLS System; or,
- d) have access to, or use of, any electronic lockbox keypad or code permitting entry to properties listed in the System.

Section 2.12 Participant Resignations and Transfers.

- a) A Participant may resign from active participation in the Service by submitting a written and properly signed letter of resignation.
- b) If a Participant disassociates him or herself from the Service, unless the firm or office for which he/she was the Participant fills the vacant Participant's position within fifteen (15) business days all GFC CMLS services will be suspended until the office or firm has a qualified Participant.

Section 2.13 Subscriber Resignations and Terminations.

- a) Pursuant to Section 2.4(b), when the relationship between a Subscriber or User and their Participant is terminated, it is the Participant's responsibility to notify the MLS in writing within five (5) business days.
- b) When, as required in Section 2.4, a Participant notifies the Service of a Subscriber who is no longer associated with the Participant, the Participant must provide the Service with a copy of a similar notification sent to the Department of Consumer Protection.
- c) If a Subscriber transfers from one Participant to another, the Subscriber's new Participant shall promptly notify the MLS by submitting a new Subscriber Agreement executed by both the Subscriber and the Participant within five (5) business days. The MLS shall restore the Subscriber's MLS Service as soon as practical after receiving the signed Subscriber Agreement.

Section 2.14 Grounds for Service Suspensions and Terminations: Use of and access to the Service shall be suspended for the following reasons:

- a) In accordance with Section 3.3(d), all MLS Services to any Participant, Subscriber or User whose Quarterly Service Fees are not paid in full or resolved by the Suspension Date will be Suspended.
- b) In accordance with Section 3.3(e), all MLS Services to any Participant and all associated Subscribers and Users will be Terminated if all Quarterly Service Fees are not paid in full or resolved by the Termination Date.
- c) If a Participant or Subscriber or User fails to pay any charge or fine, other than a Subscriber Fee or User Fee within ninety (90) days of original invoice, such Participant or Subscriber's use of and access to the Service shall be suspended until such other charges or fines and any applicable late and/or reinstatement fee have been paid in full. If a suspension and fine is based on a failure to correct incomplete, inaccurate or inappropriate listing data, MLS Services shall not be restored until the listing data has been corrected, even if the fine imposed for such violation has been paid.
- d) If there is reasonable cause to believe that a Participant is no longer a member, in good standing of a Local Board or Association of REALTORS, upon the request of GFC CMLS, such Participant shall provide written confirmation from a Local Board or Association of REALTORS, within five (5) business days, verifying that the Participant is currently a member in good standing. If such confirmation is not provided to GFC CMLS within five (5) business days, the MLS shall suspend all MLS Services to the Participant and affiliated Subscribers and Users until such confirmation is provided.
- e) Upon notification by a Participant that a Subscriber or User is no longer associated with the Participant, the Subscriber or User's use of and access to the Service shall be immediately suspended until such time as the Subscriber or User has established an association with another Participant.

- f) Upon notification (and appropriate verification) that a Subscriber no longer has a valid Connecticut Real Estate Brokerage, Sales or Appraisal License or Certification, the Subscriber's MLS Services shall immediately be suspended.
- g) Upon notification (and appropriate verification) that a Participant no longer has a valid Connecticut Real Estate Brokerage, Sales or Appraisal License or Certification, MLS Services shall immediately be suspended to both the Participant and all affiliated Subscribers and Users.
- h) Certain other violations of GFC CMLS policy as detailed in these Rules and Regulations may result in the suspension of access to and use of the Service.

Article 3 – Fees, Charges, Purchases and Billing Procedures

Section 3.1 Fees: The following service fees have been adopted by the GFC CMLS Board of Directors to cover the operating costs of the Service. Current fee levels are detailed in Schedule “B” and may be changed from time to time by the Board of Directors.

a) Participant's Service Fee:

1) For offices located within the Primary Service Area. Participant shall pay or cause to be paid by his/her affiliates, a Participant's Service Fee equal to the cumulative total of applicable Subscriber Fees, Secondary Subscriber Fees, User Fees and optional Lockbox Service Fees for: (A) each licensed broker, licensed salesperson, and licensed or certified appraiser employed by or affiliated as an independent contractor with, the Participant; and (B) all licensed or unlicensed support staff employed by Participant who are Users of the Service.

2) For offices located outside the Primary Service Area. Participant shall pay or cause to be paid, a Participant's Service Fee equal to the cumulative total of applicable Subscriber Fees, Secondary Subscriber Fees, and optional Lockbox Service Fees for: (A) each licensed broker, licensed salesperson, and licensed or certified appraiser employed by or affiliated as an independent contractor with, the Participant who either: (i) market or appraise residential real estate within the Primary Service Area; or (ii) use or have any access to the System or System Data. Participant Fees are billed and payable quarterly in advance.

b) Subscriber Fee: Each Participant and Subscriber shall be charged a Subscriber Fee as determined pursuant to Sections 3.1(a) (1) and (2) above. One MLS ID will be provided for each Subscriber Fee. Subscriber Fees are billed and payable quarterly in advance.

c) Secondary Subscriber Fee: In the event a Subscriber has a personal business need for more than one MLS ID (such as a Subscriber who actively works from more than one office) the Secondary Subscriber Fee for each additional ID shall be fifty percent (50%) of the base Subscriber Fee. Only one (1) additional MLS ID will be issued per Subscriber, per branch office within multi-office organizations. Additional MLS IDs are only to be used by the Subscriber to whom they are issued and are subject to the provisions of Section 2.6 of these Rules and Regulations regarding unauthorized use.

d) User Fee: The GFC CMLS does not charge Users, as defined in Section 2.1.c to use the Service.

- e) **Lockbox Service Fee:** Each active Participant, Subscriber and User may participate in the optional Electronic Lockbox Service upon the submission of a properly completed and signed “dKEY” or “eKEY” Sub-License Agreement” and payment of the Lockbox Service Fee as set forth on Schedule B. Lockbox Service Fees are billed and payable quarterly in advance.
- f) **Late Fee:** A Late Fee in the amount set forth on Schedule B shall be paid before MLS Services are restored to a Participant or Subscriber who has been suspended for non-payment pursuant to Section 2.14 (a) of these Rules and Regulations.
- g) **Termination Fee:** A Termination Fee in the amount set forth on Schedule B shall be paid before MLS Services are restored to a Participant or Subscriber who has been terminated pursuant to Section 2.14 (b) of these Rules and Regulations.
- h) **Reinstatement Fee:** A Reinstatement Fee in the amount set forth on Schedule B shall be paid before MLS Services are restored to a Participant or Subscriber who: (1) has been suspended for non-payment of a fine or other charge pursuant to Section 2.14(c); or (2) who has previously voluntarily cancelled his/her MLS Services. A previous cancelled Subscriber shall not be charged a Reinstatement fee if such Subscriber (A) resumes MLS Services through a different Participant within (30) days after cancellation or (B) resumes MLS Services more than two (2) years after cancellation.
- i) **Start Up Fee:** A Start Up Fee in the amount set forth on Schedule B shall be paid by each firm when it begins participation in GFC CMLS.
- j) **Listing Input Fee:** A Listing Input Fee in the amount set forth on Schedule B shall be paid by any Participant or Subscriber or User who requests that GFC CMLS staff enter a listing into the Service. Listings entered directly by a Participant, Subscriber or User shall not be subject to a Listing Input Fee.

Section 3.2 Miscellaneous Purchases: GFC CMLS has equipment and supplies, such as Electronic Lockboxes, DisplayKeys, software and forms, available for purchase by Participants, Subscribers and Users. Payment via credit card, cash or check is due at the time of purchase.

Section 3.3 Billing Procedures:

- a) **Service Fees:** Participant Fees, Subscriber Fees, Secondary Subscriber Fees and applicable Lockbox Service Fees (collectively “Service Fees”) are billed and payable quarterly in advance. As a courtesy to Participants, GFC CMLS will provide individual invoices to and accept payment directly from Subscribers affiliated with the Participant; provided, however such direct billing does not relieve the Participant from the ultimate responsibility and liability for payment of all Service Fees, Late Fees and Termination Fees attributable to the Participant’s affiliated Subscribers.
- b) **Quarterly Invoicing:**
 - 1) The “Invoice Date” for quarterly Service Fees shall be approximately forty five (45) days prior to the beginning of each calendar quarter (on or about Feb 15th, May 15th, Aug 15th, Nov 15th).
 - 2) Paper copies of invoices for a Participant and all affiliated Subscribers within individual office locations will be assembled into a single package and sent via the United States Postal Service to the Participant, or a responsible individual designated by the Participant for that office, who shall be responsible for distributing the individual invoices within the office.
 - 3) Invoices will also be sent via email to each Participant, Subscriber for whom the GFC CMLS has an email address on file. It is the responsibility of each Participant, Subscriber and User to maintain an up-to-date valid email address in their GFC CMLS membership record. The GFC CMLS is not responsible for the completed delivery or receipt of the emailed invoice.

- c) **Due Dates and Billing Errors:** The “Due Date” for payment of quarterly Service Fees shall be at least thirty (30) days following the Invoice Date, on or about but not before Mar 15th, June 15th, Sept 15th, Dec 15th in the year in which they were billed. It is the Participant’s responsibility to correct any errors on an invoice by:
- 1) ensuring that the GFC CMLS has been properly notified, in writing, of any Subscriber for whom the Participant has been invoiced who is no longer affiliated with the Participant; and
 - 2) ensuring that all affiliated Subscribers have paid their Service Fees before the Suspension Date set forth in Section 2.14(a) of these Rules and Regulations, at which time all MLS Services for the Participant and all affiliated Subscribers and Users will be suspended and a Late Fee imposed.
- d) **Suspension for Failure to Pay:** The GFC CMLS will automatically suspend the MLS services of any Participant or Subscriber who fails to pay his/her quarterly Service Fees by the “Suspension Date,” which shall be on or about April 1st, July 1st, Oct 1st or January 1st but in no event less than forty five (45) days following the Invoice Date.
- 1) If a Participant fails to pay, cause to be paid, or otherwise satisfactorily resolve any unpaid Participant or Subscriber Fees for any affiliated Subscriber by the Suspension Date, all MLS services (including but not limited to; MLS, Lockbox, rDesk and Listingbook) supplied to each individual unpaid Participant or Subscriber shall be suspended until all overdue fees including any applicable Late Fee, in the amount set forth on Schedule B, have been paid in full.
 - 2) When a Subscriber is suspended, the Subscriber’s Participant will immediately be invoiced for each unpaid Subscriber’s unpaid Service Fees and any applicable Late Fees. The Participant will be notified that the Participant is fully responsible for resolution of the overdue invoice(s) and that if payment is not resolved by the “Termination Date,” all services to the Participant and all affiliated Subscribers and Users will be terminated.
- e) **Termination for Failure to Pay:** The GFC CMLS will automatically terminate the MLS services of any Participant or Subscriber who fails to resolve their quarterly Service Fees by the “Termination Date,” which shall be on or about April 15th, July 15th, Oct 15th or January 15th but in no event less than sixty (60) days following the Invoice Date. If a Participant remains delinquent for any portion of the Participant Fees including unpaid Subscriber Fees or any related Late Fees for those individuals associated with the Participant as invoiced approximately sixty (60) days earlier, the Participant and any unpaid associated Subscriber shall be considered terminated. Each such terminated Participant or Subscriber shall in addition to all prior invoiced or assessed fees, including Late Fees, be assessed a Termination Fee, in the amount set forth on Schedule B.

Section 3.4 Service Reinstatement: No services will be restored to a Participant or Subscriber who has been Terminated or has previously resigned until all financial obligations including: Service Fees, Late Fees, Termination Fees, Reinstatement Fees, Fines and other obligations to the GFC CMLS have been paid to date or otherwise resolved to the satisfaction of the GFC CMLS. Reinstatement of access to the Service will occur within one (1) business day after payment of all past due amounts.

Section 3.5 No Proration or Refund of Service Fees: Once a calendar quarter has started, Service Fees shall not be prorated or refunded for any reason.

Article 4 – General Prohibitions

Section 4.1 Information for Participants Only. Any Listing Filed with the Service shall not be made available to any person broker or Firm not a Participant of the Service without the prior written consent of the Listing Broker/Agent.

Section 4.2 Listings May Only be Filed to Offer Cooperation and Compensation to Other Participants. The Service will not accept for Filing a Listing that is: (a) not freely available to offers from cooperating brokers at the time it is Filed; (b) filed strictly for the purpose enhancing the Listing Broker/Agent's "Market Share" statistics; or (c) filed only to provide comparable sale information. Violations of this Section 4.2 are subject to "Second Tier" fines and penalties as set forth in Section 3 of Schedule C.

Section 4.3 "For Sale" Signs. Only the "For Sale" signs of the Listing Broker/Agent may be placed on a Listed Property, subject to compliance with applicable local regulations.

Section 4.4 "Sold" Signs. Prior to the closing of a sale of a Listed Property, only the "sold" sign of the Listing Broker/Agent may be placed on the Listed Property, except that, if authorized by the Listing Broker/Agent, the "sold" sign of a Cooperating Broker may also be placed on the Listed Property, subject to compliance with applicable local regulations.

Section 4.5 Providing Listing Access Information to Others: Unless the Listing Broker/Agent has given specific permission, Participants, Subscribers and Users shall not provide anyone except another Participant, Subscriber or User information providing a means to enter a Listed property.

Section 4.6 Advertising of Listing Filed with the Service. Except when allowed under Article 8, which defines a Participants rights and responsibilities in the GFC CMLS Internet Data Exchange (IDX) program, a Listing Filed with the Service shall not be advertised by any other Participant, other than the Listing Broker/Agent without the prior written consent of the Listing Broker/Agent.

Section 4.7 Solicitation of Listing Filed with the Service. Participants shall not solicit a Listing on property Filed with the Service unless such solicitation is consistent with Article 16 of the Realtors®' Code of Ethics, and the related Standards of Practice, and Case Interpretations published by the National Association of Realtors.

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

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

This Section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the Seller to breach the Listing Agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, Listing Broker/Agents would be most reluctant to generally disclose the identity of the Seller or the availability of the property to other brokers. This Section does not preclude solicitation of Listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

Section 4.8 Participant as Principal. If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a Listed Property, that person shall disclose such interest when the Listing is Filed with the Service and such information shall be disseminated to all Service Participants by inclusion of the details regarding such ownership in the Remarks Section.

Section 4.9 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/Agent not later than the time an offer to purchase is submitted to the Listing Broker/Agent.

Section 4.10 Removal of Filed Listings. A Filed Listing will not be removed from the MLS System unless: (a) the person or entity requesting the removal can establish to the satisfaction of the Service that the Listing Agreement is not a valid and binding contract under applicable law; or (b) the Listing is a duplicate of another Listing Filed with the Service based on the same Listing Agreement or (c) removal is required by a final order from a court of competent jurisdiction.

Article 5 – Commission Payment, Disclosure, Display and Division

Section 5.1 Cooperative Compensation Must be Specified on Each Listing.

Each Listing filed with the System must offer compensation and cooperation to Participants. The Listing Broker/Agent shall specify on each Listing filed with the System, the compensation offered to other Participants for their services in the sale of such Listing. The essential and appropriate requirement is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the Listing Broker/Agent in writing in advance. The compensation specified on Listings published by the Service shall be shown in one of the following forms: (a) as a percentage of the gross selling price; (b) as a definite dollar amount; or (c) as an amount equal to a number, or fractional number, of monthly rent to be paid in the case of a rental listing. The Listing Broker/Agent may, from time to time, prospectively adjust the compensation offered to other Participants for their services with respect to any Listing by Filing a Change of Status with the Service reflecting such adjustment. No such adjustment shall affect a claim for compensation by a Cooperating Broker for services rendered before the adjustment was Filed with the Service.

Note: By virtue of Filing a Listing with the System, the Participant is making a blanket unilateral offer of cooperation and compensation to the other Participants, and must therefore specify on each listing placed in the GFC CMLS System the compensation being offered to other Participants. Specifying the compensation on each listing is necessary because the Cooperating Broker has the right to know what his/her compensation shall be prior to his/her endeavor to sell.

The Listing Broker/Agent retains the right to determine the amount of compensation offered to a Subagent and/or a Buyers Agent, which may be the same or different. The Listing Broker/Agent may offer any Participant compensation other than the compensation indicated on any Listing Filed with the System provided the Listing Broker/Agent informs the other Participant in writing in advance and provided that the modification of the specified compensation is not the result of any agreement among all or any other Participants.

The Service retains the right to correct or delete any Listing Data which violates Section 5.1. Any violation of Section 5.1 is subject to “Third Tier” fines and penalties as set forth in Section 4 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 5.1 within two (2) business days of written notification that Listing Broker/Agent/Agent is not in compliance.

Section 5.2 Disclosure of Potential Short Sale. If the proceeds that will be available upon closing of title to the Listed Property may not be sufficient to pay, in full, all liens encumbering the Listed Property and the full commission set forth in the Listing Agreement (a “Short Sale”), the Listing Broker/Agent may, but is not obligated to, disclose the possibility of a Short Sale to potential Cooperating Brokers. If made, the disclosure shall include the “S” option in the Listing’s “Compensation Codes” Field. Whether or not the possibility of a Short Sale has been disclosed in the Listing Input Sheet, the Listing Broker/Agent shall be obligated to inform a Cooperating Broker if there will be any reduction in the compensation due to the Cooperating Broker and, if so, the method by which such reduction will be determined, at the time a Cooperating Broker communicates an offer to purchase the Listed Property to the Listing Broker/Agent.

Section 5.3 Payment of Compensation to the Cooperating Broker. Unless otherwise agreed between the Listing Broker and the Cooperating Broker, immediately following closing of title on the Listed Property, the Listing Broker shall pay or cause to be paid the share of the commission, fee or other compensation due to the Cooperating Broker as specified in the Listing. The Listing Broker’s obligation to compensate any Cooperating Broker as the procuring cause of the sale (or lease) may be modified or excused only if it is determined through arbitration by an appropriate Board or Association of REALTORS® that, through no fault of the Listing Broker/Agent and in the Listing Broker/Agent’s exercise of good faith and reasonable care, it was not possible or was financially infeasible for the Listing Broker/Agent to collect all or some portion of the commission pursuant to the Listing Agreement. In such instances, entitlement to cooperative compensation offered through the System would be a question to be determined by such an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was not possible or financially feasible for the Listing Broker/Agent to collect all or some portion of the commission established in the Listing Agreement; at what point in the transaction did the Listing Broker/Agent 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/Agent communicated that fact to Cooperating Brokers.

Nothing in these Rules and Regulations precludes a Listing Participant and a Cooperating Participant from modifying the cooperative compensation to be paid in the event of a successful transaction upon mutual agreement.

Section 5.4 No Control of Commission Rates or Fees Charged by Participants. The Service shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants or by any Listing Broker/Agent or other person affiliated with a Participant. Further, the Service shall not fix, control, recommend, suggest or maintain the division of commissions or fees between or among cooperating Participants or any persons affiliated with them.

Section 5.5 Total Commission Amounts. No Listing Broker/Agent shall be required to disclose the amount of total negotiated commission on a Listing Filed with the System. The total commission negotiated between the Seller and the Listing Broker/Agent shall not be disclosed or published in any way by the System.

Section 5.6 Dual or Variable Rate Commission Agreements. If the Listing Agreement provides for a dual or variable rate commission determination, such as one in which the Seller/Landlord will pay a specified commission if the Listed Property is sold/leased by the Listing Broker/Agent without the assistance of a Cooperating Broker and a different commission if the sale/lease results through the efforts of a Cooperating Broker; or in which the Seller/Landlord will pay a specified commission if the Listed Property is sold/leased by the Listing Broker/Agent either with or without the assistance of a Cooperating Broker and a different commission if the sale/lease results through the efforts of the Seller/Landlord, the existence of such variable or dual commission

determination shall be disclosed by the Listing Broker/Agent as follows: (a) if the Listed Property is Listed as an Exclusive Right to Sell Listing Agreement, the code “ERV” must be entered in the “List Type” field on the Listing Input Sheet; or (b) if the Listed Property is Listed as an Exclusive Agency Listing Agreement, the code “EAV” must be entered in the “List Type” field on the Listing Input Sheet.

In response to inquiries from potential Cooperating Brokers, the Listing Broker/Agent shall 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 and the Cooperating Broker must disclose such information to his/her Client before the Client makes an offer to purchase or lease.

Article 6 – Listing Procedures

Section 6.1 Listings Subject to Rules and Regulations of the Service. Any Listing Agreement for a listing to be Filed with the Service is subject to these Rules and Regulations as soon as the Listing Agreement has been signed by the Seller.

Section 6.2 Listing Authority and Associated Representations and Warranties. By Filing a Listing with the Service, the Listing Broker/Agent represents and warrants that:

- (a) as of the Filing date, the Listing Broker/Agent holds a current, valid real estate brokers or agents license or its functional equivalent issued by the appropriate real estate licensing authority in the State in which the Listed Property is located; and
- (b) the Listing Agreement and associated Listing Input Sheet have been accurately completed and contain all signatures required under Connecticut law and GFC CMLS Rules and Regulations; and
- (c) the Listing being Filed is not the subject of a Listing Agreement which had previously been Filed with the Service and subsequently expired or was cancelled; and
- (d) the Listing Broker/Agent owns or has the right to use in connection with the marketing of the Listed Property all data, photographs, images and other intellectual property associated with the Listed Property, including the right to authorize GFC CMLS to use such intellectual property in connection with GFC CMLS’s furnishing of services to other Participants, Subscribers, Users, and third party Service providers; and
- (e) the Listing is Filed in the System in the name of the Participant with whom the Listing Broker/Agent is/was affiliated at the time the seller(s) signed the Listing Agreement; and
- (f) the Listing Broker/Agent has taken reasonable steps to determine that no other person or entity has Filed, or has the right to File, a Listing, with respect to the Property identified in the Listing, other than Listings currently in a Sold, Rented, Cancelled or Expired Status; and
- (g) if any of the required signatures on the Listing Agreement or on the associated Listing Input Sheet have been obtained through facsimile transmission or through any other technological method for electronic signature, that such facsimile or electronic signatures have been properly authorized as required under applicable State and Federal law and are valid and binding signatures.

Section 6.2.1 Listings from Non-Owners of the Listed Property. The Listing Broker/Agent represents and warrants that, if the Seller does not hold record title to the Listed Property on the Filing date, that the Seller has provided the Listing Broker/Agent a copy of written documentation which complies with the requirements of applicable Connecticut law pursuant to which the owner of the Listed Property has authorized the Seller to enter into the Listing Agreement and to File the Listing with the Service. For any Listing where the Seller does not hold title to the Listed Property on the Filing date, the Listing Broker/Agent shall include in the Listing a disclosure that the Seller is not the record owner of the Listed Property.

Section 6.2.2 Removal of Duplicate or Invalid Listings.

- a) If the Service becomes aware that a Property is the subject of more than one active Listing Filed with the Service by competing Participants, the Service shall remove the duplicate or later Filed Listing from the System and so notify both Listing Broker/Agents and their Participants in writing. Any dispute regarding the deletion of a duplicate Filed Listing pursuant to this Section 6.2.2 should be submitted to the Service for mediation in writing and include copies of: (1) the Listing Agreement and related Listing Input Sheets and other supporting documents, (2) proof that the preexisting listing is legally insufficient and (3) a document detailing what had been done to avoid or rectify the duplication prior to Filing the duplicate Listing. The Service will attempt to mediate such disputes as expeditiously as possible following the procedures described in “Staff Procedures Used to Mediate Duplicate Listing Disputes” which can be viewed at www.ct-mls.com.
- b) If the Service becomes aware that one or more of the representations and warranties made by the Listing Broker/Agent pursuant to Section 6.2 and 6.2.1 have been breached with respect to a Listing Filed with the Service, the Service may remove the Listing from the System and so notify the Listing Broker/Agent and his/her Participant.
- c) The Service is under no obligation to verify the truth and accuracy of the warranties and representations made by a Listing Broker/Agent pursuant to Section 6.2 and 6.2.1. GFC CMLS, its agents and employees shall have no liability or responsibility of any nature or kind to any person arising from or based upon any breach of the representations and warranties by a Listing Broker/Agent or the removal of a duplicate Listing pursuant to Section 6.2.2.

Section 6.2.3 Violations of Sections 6.2.1 and 6.2.2. The Listing Broker/Agent shall correct any breach of the representations and warranties contained in Section 6.2 or 6.2.1 within two (2) business days of written notification of the breach. Any violation of Section 6.2 or 6.2.1 subjects the Listing Broker/Agent to possible Fourth Tier fines and penalties as set forth in Section 3 of Schedule C.

Section 6.3 Listings from Non-Participants. The Service shall accept, for publication only, listings from REALTORS duly licensed by the State of Connecticut who are not Participants and do not maintain an office within the GFC CMLS Primary Service Area.. Any such listing must comply with these Rules and Regulations, including payment of a **\$106 Listing Input Fee**. The acceptance of listings for publication from Non-Participants does not entitle the REALTOR submitting such listings to receive any other services from GFC CMLS including, without limitation, the right to receive or have access to listing information disseminated by GFC CMLS to Participants. The appropriate Listing Input Fee must accompany the Listing Input Sheet Form. GFC CMLS will dispose of all Listing Input Sheet Forms Ninety (90) days after Filing.

Section 6.4 Joint or Co-Listings. In the event a Participant jointly lists a property with another Participant only one Listing shall be entered into the system.

Section 6.5 Participant, Subscriber or User with an Ownership interest in a Listed Property. When a Participant, Subscriber or User has an ownership interest in a property Filed with the Service, that fact must be disclosed in the Listing and disclosed to all Participants. Violations of this Section 6.5 are subject to “Second Tier” fines and penalties as set forth in Section 3 of Schedule C.

Section 6.6 Deadlines for Listing Entry and Change Submissions. New Listings or changes to an existing Listing’s status or Listing Data must be loaded into the MLS System within two (2) business days after all necessary signatures have been obtained in one of the following ways:

- a) **Broker Load**. Participants or their authorized Subscribers or Users may load or change Listing information directly via computer.
- b) **GFC CMLS Load**. For a Listing Input Fee of **\$21.20** per Listing, GFC CMLS staff will load Listings into the GFC CMLS System. Before GFC CMLS will load such Listing Data the Listing Broker/Agent must provide GFC CMLS with a properly completed Listing Input Sheet Form for each listing. The GFC CMLS will invoice Participants and Subscribers for this service. GFC CMLS will dispose of all Listing Input Sheet Forms Ninety (90) days after Filing.
- c) **Limit of Responsibility for Data Errors when the Service Loads a Listing**. Upon written notice from the Listing Broker/Agent of any errors or omissions in data loaded by the Service, the Service's sole responsibility shall be to correct any such errors or omissions in the System. A Participant shall correct all errors or omissions in Data loaded by the Participant or his/her affiliated Subscribers and Users. The Service will not be responsible for errors or omissions with respect to Listing information, regardless of how such Data was entered into the System.

Section 6.7 Listings Must be Available for Showings When Entered. Any Listing Filed with the Service that will not be available for showing within the first two (2) business days of the date it has been entered into the MLS System must be placed in the "Withdrawn" status and remain in the "Withdrawn" status until it becomes available for showing. Violations of this Section 6.7 are subject to "Third Tier" fines and penalties as set forth in Section 4 of Schedule C.

Section 6.8 Acceptance of Listings. The Service will accept for Filing only those Listings that make it possible for the Listing Broker/Agent to offer cooperation, with accompanying compensation, to Cooperating Brokers, as and in the manner provided for in Section 5.1. The Service will not accept net listings, open listings or listings of time-share units. The Service may refuse to accept for Filing any proposed Listing which, in the sole and exclusive determination of the Service, may not comply with all fair housing and other laws and regulations that may be applicable to the sale of the proposed Listed Property. Any such determination by GFC CMLS shall be final, and no Participant, Subscriber or Seller shall have or assert any claim against the GFC CMLS, or any of its employees or agents, arising out of such determination.

Section 6.9 Authorized Listing Forms. Except as provided in Section 6.9.1 below, all Listings filed with or changed in the Service shall be documented on GFC CMLS "Listing Agreements," "Listing Input Sheets" or "Change of Status" forms."

Section 6.9.1 Use of Non-GFC CMLS Listing Forms. The Service may, subject to approval by its legal counsel, accept forms of agreements other than as required in Section 6.9, which make it possible for the Listing Broker/Agent to offer cooperation and compensation to other Participants acting as buyer-agents and which acknowledge that the Listing is subject to these Rules and Regulations.

Section 6.10 Participants May be Required to Provide Copies of Listing Documentation.

To insure the integrity of Listings Filed with the Service and that the Service is able to function in accordance with its stated purposes, from time to time the Service may require Participants to provide written information and data concerning Listings Filed with the Service, including copies of Listing Agreements, Listing Input Sheets, Change of Status Forms, Offers to Purchase and other related documents and agreements. The Service may make the request by telephone, fax, email or mail. A Participant who fails to provide the requested information within five (5) business days after the request will be subject to "Second Tier" fines and penalties as set forth in Section 3 of Schedule C.

The Listing Broker/Agent must correct any Listing documentation defect or omission identified by the Service within five (5) business days of written notification of the violation.

Section 6.11 Participants Obligation to Retain Listing Forms and Records. Each Listing Agreement, its related Listing Input Sheet and all related Change of Status Forms Filed with the Service must be kept on file in the Listing Broker/Agent's office for a period of at least four (4) years following the listing's cancellation, expiration or closing. The Listing Broker/Agent also must maintain, in his/her office, written proof of any and all contractual agreements and changes.

Section 6.11.1 GFC CMLS Listing Documentation Retention Policy. The Service will destroy all paper copies of Listing Agreements, Listing Input Sheets, Change of Status Forms and similar documents that Participants have provided after a period of ninety calendar (90) days.

Section 6.12 Mandatory Property Listings. Unless exempted pursuant to Section 6.13, Listings of the following types of real property located within the GFC CMLS Primary Service Area taken by Participants on an Exclusive Right to Sell or Exclusive Agency Listing Agreement shall, in accordance with these Rules and Regulations, be input into the System within two (2) business days after all necessary signatures of Seller(s) and Participant, or his/her authorized agent, have been obtained:

- (a) Single family homes, condominiums, townhouses, co-ops, mobile homes for sale or exchange.
- (b) Two, three, and four-family residential buildings for sale or exchange.
- (c) Vacant lots and acreage for sale or exchange.

Section 6.12.1 Multiple Parcel Listings. If a Listing Agreement includes the sale or lease of multiple parcels of real property which are intended to be sold or leased separately, the Listing Broker/Agent shall complete a Listing Input Sheet for each parcel the Seller(s) authorize to be Filed with the Service and the Seller(s) shall, as required in Section 6.13 below, execute a "Seller's Waiver Form" stating the Seller(s) desire to delay Filing Listings for other parcels that may be included in the Listing Agreement.

Section 6.12.2 Failure to File Mandatory Listings. Any violation of Section 6.12 or 6.12.1 is subject to "Second Tier" fines and penalties as set forth in Section 3 of Schedule C.

The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.12 and Section 6.12.1 within five (5) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.13 Exemptions From Mandatory Listing Policy and Delayed Filing of Listings.

- (a) If a Seller, on the Seller's initiative, refuses to permit an identified property that would otherwise be required by Section 6.12 to be Filed with the System, and the Seller and Listing Broker/Agent execute a "Seller's Waiver Form" documenting such refusal, the Listing Broker/Agent may enter into a Listing Agreement for the identified property as an "office exclusive," and the Listing shall not be Filed with or published by the Service. The Listing Broker/Agent must File the executed "Seller's Waiver Form" with the Service within two (2) business days after all necessary signatures of Seller(s) and Participant, or his/her authorized agent, have been obtained.
- (b) If a Listing Agreement provides that the Seller and Listing Broker/Agent have agreed to defer the Filing of an Listed Property with the Service to a fixed future date, or to a date yet to be determined, the Listing Broker/Agent must secure a "Seller's Waiver Form" executed by the Seller which sets forth the terms of that agreement and File a copy of the Form with the Service within two (2) business days after all necessary signatures of Seller(s) and Participant, or his/her authorized agent, have been obtained.

- (c) Any violation of Section 6.13 is subject to “Second Tier” fines and penalties as set forth in Section 3 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.13 and Section 6.12.1 within five (5) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.14 Voluntary Property Listings. Listings of the following types of real or personal property located within the GFC CMLS Primary Service Area taken by Participants on an Exclusive Right to Sell/Lease or Exclusive Agency Listing Agreement may, in accordance with these Rules and Regulations, be input into the System after all necessary signatures of Seller(s)/Lessor(s) and Participant, or his/her authorized agent, have been obtained:

- (a) Business opportunities for sale or exchange.
- (b) Commercial and/or income property for sale, lease or exchange (including residential buildings of five or more units).
- (c) Industrial property for sale, lease or exchange.
- (d) Residential lease/Rental properties.

Only Listings of the types of property designated in Section 6.12 that are located within the GFC CMLS Primary Service Area are required to be Filed with the Service. Listings of property located outside the Primary Service Area or property types designated in this Section 6.14 are not required to be Filed with the Service but will be accepted if submitted voluntarily by a Participant.

Section 6.15 Limited Service Listings. Exclusive listing agreements under which the Listing Broker/Agent will not provide one, or more, of the following services shall be identified with the code “LS” in Service compilations and reports. This identification is required to insure that potential cooperating brokers will be aware of the extent of the services that the Listing Broker/Agent will provide to the Seller(s), and the possibility that Cooperating Brokers will be asked to provide some or all of these services to the Listing Broker/Agents’ client(s), prior to a Cooperating Broker undertaking efforts to show or sell the property:

- (a) Accept and present to the Seller(s) offers to purchase procured by Cooperating Brokers but instead gives Cooperating Brokers authority to present offers to purchase directly to the Seller(s).
- (b) Advise the Seller(s) as to the merits of offers to purchase.
- (c) Assist the Seller(s) in developing, communicating, or presenting counter-offers.
- (d) Participate on the Seller(s) behalf in negotiations leading to the sale of the Listed Property.

Limited Service Listings must contain seller contact information and showing instructions.

Any violation of Section 6.15 is subject to “Second Tier” fines and penalties as set forth in Section 3 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.15 within five (5) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.16 Entry-Only Listings. Exclusive Listing Agreements under which the Listing Broker/Agent will not provide any of the following services shall be identified with the code “EO” in MLS compilations and reports. This identification is required to insure that potential Cooperating Brokers will be aware of the extent of the services the Listing Broker/Agent will provide to the Seller(s), and the possibility that Cooperating Brokers will be asked to provide some or all of these services to the Listing Broker/Agents’ client(s), prior to a Cooperating Broker undertaking efforts to show or sell the property:

- (a) Accept and present to the Seller(s) offers to purchase procured by Cooperating Brokers but instead gives cooperating brokers authority to present offers to purchase directly to the Seller(s);
- (b) Advise the Seller(s) as to the merits of offers to purchase;
- (c) Assist the Seller(s) in developing, communicating, or presenting counter-offers;
- (d) Participate on the Seller(s) behalf in negotiations leading to the sale of the Listed Property.

Entry-Only Listings must contain Seller contact information and showing instructions.

Any violation of Section 6.16 is subject to “Second Tier” fines and penalties as set forth in Section 3 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.16 within five (5) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.17 Listing Report Distribution Restrictions: The GFC CMLS Service classifies each listing report format into one of four types. Each type is authorized to be distributed, either electronically or in print as follows:

- a) “Public Reports” may be distributed by Participants, Subscribers and Users to anonymous consumers. These reports include the term “Public” in the report name and are limited to listing information and listing statuses made available under the GFC CMLS IDX Rules.
- b) “Consumer Reports” may be distributed by Participants, Subscribers and Users to consumers who have provided the Participant or Subscriber, either in person or online, with personal contact information. These reports include the term “Consumer” in the report name and are limited to listing information and listing statuses made available under the GFC CMLS VOW Rules and exclude listing information deemed sensitive to the Sellers privacy, including “Agent Remarks,” “Buyers Agent Compensation,” “Listing Type,” “Cumulative Days on Market” and the Seller’s personal information and identification.
- c) “Client Reports” may be distributed by Participants, Subscribers and Users to consumers who have entered into a valid Listing Agreement or Buyer Agency Agreement with the Participant or Subscriber. These reports include the term “Client” in the report name and contain all listing information available to Cooperating Brokers except “Showing Instructions” and “Lockbox Description.”
- d) “Agent Reports” may only be accessed and viewed by Participants, Subscribers and Users of the GFC CMLS Service. These reports include the term “Agent” in the report name and contain all listing information available to Cooperating Brokers including “Showing Instructions” and “Lockbox Description.”
- e) Distribution of any Report to person(s) not authorized to view or receive that Report pursuant to this Section 6.17 subjects the Participant, Subscriber or User responsible for such unauthorized distribution to “Second Tier” fines and penalties as set forth in Section 3 of Schedule C.

Section 6.18 Listing Price Must be Specified: The full gross Listing Price of a property must be stated in each Listing Filed with the Service. The gross Listing Price will be included in the Service Compilation. The Service retains the right to correct or delete any Listing Data which violates Section 6.18. . Any violation of Section 6.18 is subject to “Third Tier” fines and penalties as set forth in Section 4 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.18 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.19 Contingencies Applicable To Listings All contingencies or conditions precedent to the acceptance of an offer to purchase or lease which apply to a Listing, including but not limited to

probate court approval; lender approval, third party approval; individual exclusions; commission payable upon title passing; or gross commission subject to approval by a court or lender must be specified in the Listing Agreement and included on the Listing Input Sheet to be published as part of the Listing. If the gross commission due can be reduced by a court, lender or other third party, the Listing Broker/Agent must advise a Cooperating Broker of that possibility and the method by which such potential reduction in compensation will be calculated prior to the time that the Cooperating Broker produces an offer that ultimately results in a successful transaction.

Any violation of Section 6.19 is subject to "Third Tier" fines and penalties as set forth in Section 4 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.19 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.20 Changes to a Listing's Status Must be Reported. Any change in the Listing Price or other term of sale contained in the original Listing Agreement must be authorized, in writing, by the Seller(s) and Filed with the System within two (2) business days after the authorized change is received by the Listing Broker/Agent. No Listing or Change of Status may be Filed with the System until it contains all required signatures and complies with all applicable statutes and regulations of the State of Connecticut and these Rules and Regulations.

Any violation of Section 6.20 is subject to "Third Tier" fines and penalties as set forth in Section 4 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.20 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.21 Expiration Date on Listings. Each Listing Filed with the Service shall set forth the specific, accurate and final expiration date negotiated between the Listing Broker/Agent and Seller(s) as documented in the Listing Agreement.

The Service retains the right to correct or delete any Filed Listing which violates Section 6.21. Any violation of Section 6.21 is subject to "Fourth Tier" fines and penalties as set forth in Section 5 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.21 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.22 Expiration, Extension, and Reactivation of Listings.

- a) Any Listing Filed with the Service will automatically expire at midnight on the expiration date specified in the Listing Agreement unless, prior to expiration of the Listing, the Listing Broker/Agent: (1) obtains a written agreement signed by both the Listing Broker/Agent and the Seller(s) which extends or shortens the expiration date originally stated in the Listing Agreement; and (2) Files with the Service a Change of Status to notify the Service of the amended expiration date.
- b) GFC CMLS staff may reactivate an expired Listing if, within ten (10) business days after the Listing's expiration, the Listing Broker/Agent Files with the Service a copy of a written agreement, signed by both the Listing Broker/Agent and the Seller(s), authorizing extension of the expiration date.
- c) The Service retains the right to correct or delete any Filed Listing which violates Section 6.22. Any violation of Section 6.22 is subject to the automatic imposition of a "Fourth Tier" fine as set forth in Section 5 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.22 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.23 Cancellation of Listing Prior to Expiration.

- a) A Listing may be cancelled before the expiration date contained in the Listing Agreement only by the execution of a written agreement by both the Listing Broker/Agent and the Seller(s) agreeing to such cancellation. Notice of cancellation must be Filed with the Service not later than two (2) business days after the effective date of the cancellation.
- b) If the Listing Agreement so provides, a Listing may be cancelled by a Participant if, before an offer to purchase has been accepted, the Participant concludes that the net proceeds, which the Seller would reasonably expect to receive from a sale of the Listed Property will be insufficient to pay the compensation due to the Participant under the Listing Agreement and the Seller is unwilling or unable to furnish to the Participant satisfactory assurance that the compensation due will be paid by the Seller from otherwise available funds. Notice of any such cancellation must be Filed with the Service not later than two (2) business days after the effective date of the cancellation.
- c) The Service retains the right to correct or delete any Filed Listing which violates Section 6.23. Any violation of Section 6.23 is subject to the automatic imposition of a "Fourth Tier" fine as set forth in Section 5 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.23 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Note 1: A Seller may not require the Service to cancel a Listing without the Listing Broker/Agent's written agreement.

Note 2: A Listing in a "Cancelled" Status denotes that both the Seller(s) and Listing Broker/Agent have agreed in writing to terminate their mutual obligations under the Listing Agreement pursuant to which such Listing was Filed.

Section 6.24 Withdrawal of Listings Prior to Expiration. A Listing's status may be changed to "Withdrawn" prior to the expiration, cancellation or sale of the Listed Property only under one of the following circumstances:

- a) The Seller(s) and Listing Broker/Agent have entered into a written agreement to withdraw the Listing on a specific date.
- b) The Seller(s) requests and the Listing Broker/Agent agrees to take the Listed Property off the market for a maximum period of fourteen (14) days, without entering into a written agreement for such temporary withdrawal and the Listing Broker/Agent has documented the reasons for such temporary withdrawal in the Listing Broker/Agent's permanent file.
- c) The Listing Broker/Agent determines that a Listing Property will not be accessible to Cooperating Brokers for more than two (2) days.
- d) The Listing Broker/Agent shall File a Change of Status form reporting any withdrawal within two (2) business days of the effective date of such Withdrawal. The Service will change a Listing to "Withdrawn" status upon receipt of the Change of Status Form.
- e) The Service retains the right to correct or delete any Filed Listing which violates Section 6.24. Any violation of Section 6.24 is subject to the automatic imposition of a "Fourth Tier" fine as set forth in Section 5 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.24 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Note 1: Withdrawal of a Listing from the Service does not terminate the underlying Listing Agreement. A Withdrawn Listing remains subject to the terms and conditions of the underlying Listing Agreement, and, as such, will expire at midnight on the expiration date set forth in that Listing Agreement as Filed with the Service.

Note 2: A Seller may not require the Service to Withdraw a Listing without the Listing Broker/Agent's written agreement.

Section 6.25 Listings for Properties with Multiple Parcels of Real Property Such as Subdivisions and Condominium Complexes.

- a) When a Listing Agreement provides for the sale or lease of multiple parcels of real property which are intended to be sold or leased separately, the Listing Broker/Agent shall: (1) complete and File a Listing Input Sheet for each parcel which the Seller(s) authorize(s) to be immediately Filed with the Service; and (2) obtain from the Seller(s) an executed "Seller's Waiver Form" as required by Section 6.13 of these Rules for the remaining parcels.
- b) If a Listing Agreement for multiple parcels includes parcels on which there is to be new construction, as a result of which full Listing Data is not available for each parcel, the Listing Broker/Agent must File a Listing Input Sheet with the Service for at least a representative sampling of the parcels that are then available for purchase. Provided that Listing Input Sheets for a representative sampling of parcels have been Filed, it is not necessary, at the time of that initial Filing, to File a separate Listing Input Sheet for each parcel covered by the Listing Agreement. This does not diminish the Listing Broker/Agent's responsibility to File a separate Listing Input Sheet for each such parcel as soon as the Listing's Data is available.
- c) In accordance with Section 4.2 of these Rules, the Service will not accept for Filing a Listing for any parcel that was not Listed with the Service prior to a buyers initial commitment to purchase that parcel.
- d) The Service retains the right to correct or delete any Filed Listing which violates Section 6.25. Any violation of Section 6.25 is subject to "Second Tier" fines and penalties as set forth in Section 3 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.25 within five (5) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.26 Limitations on Listing Properties in Multiple Towns.

- a) No property shall be listed in more than one town, unless: (1) it is physically located in more than one town; or (2) the street on which the property is located can only be entered from an adjoining town.
- b) If a property meets one or both of the criteria described in Section 6.26(a), the Listing Broker/Agent may elect to List the property in each appropriate town provided that: (1) the Listing Broker/Agent immediately notifies the Service, in writing, of the fact that the property has been listed in more than one town and provides the Service with printed copies of the Listing as it appears in each town; and (2) the "Remarks" section of each Listing clearly indicates the other town(s) in which the Listed Property is physically located, the other Listing's Listing Number and the municipal school system(s) serving the Listed Property; and (3) the Listing Broker/Agent immediately notifies the Service, in writing, when the Listed Property is Sold, or the Listing Expires or is Cancelled. Upon receipt of such notification, or if a Listed Property fails to meet the criteria required in Section 6.26(a), the Service shall remove the Listing from the less dominant or adjoining town. The town which provides public school services to the Listed Property shall be deemed to be the dominant town.

- c) The Service retains the right to correct or delete any Filed Listing which violates Section 6.26. Any violation of Section 6.26 is subject to “First Tier” fines and penalties as set forth in Section 2 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.26 within five (5) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.27 Limitations on Listing Properties in More Than One Property Type.

- a) A Listed Property may be Filed with the Service in more than one Property Type only if it meets criteria similar to the following examples: (a) a single family detached home that is part of a common interest ownership community may be listed as both a Single Family home and a Condominium; (b) a building lot is Listed and the Seller(s) has agreed to sell it either as: (1) a vacant building lot; or (2) a Single Family home, after the Seller has a constructed a home on the lot; or (3.) the Seller(s) have agreed to offer the Listed Property for either Sale or Rental.
- b) If a property meets the criteria described in Section 6.27(a) above, and the Listing Broker/Agent elects to List the property in more than one Property Type the Listing Broker/Agent shall: (1) immediately notify the Service, in writing, of the fact that the property has been listed in more than one Property Type and provide the Service with printed copies of the Listing as it appears in each Property Type; (2) in the first line of the “Remarks” section of each Listing clearly cross reference the other Listing’s Listing Number; and (3) immediately notify the Service, in writing, if the Listed Property is Sold, or the Listing Expires or is Cancelled and, identify the appropriate dominant Property Type to be retained for Listing record purposes. Upon receipt of such notification, or if a Listed Property fails to meet the criteria required in Section 6.7(a), the Service shall remove the Listing from all non-dominant Property Types.
- c) The Service retains the right to correct or delete any Filed Listing which violates Section 6.27. Any violation of Section 6.27 is subject to “First Tier” fines and penalties as set forth in Section 2 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.27 within five (5) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.28 Listings of Resigned Participants. When a Participant resigns, the GFC CMLS will discontinue all services to the Participant, including the continued inclusion of the Participant’s Listings in the Service. The GFC CMLS will notify the Participant, in writing, five (5) business days before any of that Participant’s Listings are removed from the System.

Section 6.29 Listings of Suspended or Terminated Participants. When a Participant is suspended or terminated, the GFC CMLS will discontinue all services to the Participant and to all Subscribers and Users affiliated with the Participant. All of the suspended or terminated Participant’s Listings then on File with the Service shall, at the Participant’s option, be retained in the Service until sold, cancelled, or expired, whichever occurs first. No such Listing shall be extended beyond the expiration date of the Listing Agreement in effect when the suspension or termination became effective.

Section 6.30 Required Listing Accuracy and Quality Standards. The current list, of critical Listing fields, which may be modified from time to time, that the Service closely monitors for violations of this Section 6.30 and the possible assessment of Fines are described in “Listing Data Monitoring Policies and Procedures,” which can be viewed at www.ct-mls.com. The following requirements and restrictions apply to all Listings Filed with the Service unless specifically provided for to the contrary.

- a) **Listings Must be Complete and Accurate.** Each Listing Filed with the Service must be complete and accurate in every detail reasonably ascertainable by the Listing Broker/Agent. Listing Data shall not be entered into the System in a manner that it is misleading to other Participants or consumers.
- b) **Listing Addresses must be Properly Formatted.** The Service may correct the form of Listing addresses to comply with applicable standards or to improve the likelihood of a Listing being included in appropriate address searches.
- c) **Restrictions on Sensitive Listing Data.** Sensitive information, including but not limited to, Lockbox combinations and home security system access codes shall not be entered into the System or included in any Service Compilation, MLS Publication or Report provided by the System. Further, no Data shall be entered into the System if such entry would violate any applicable municipal, state or federal law, regulation or court order.
- d) **Restrictions on Company, Broker and Third Party Information in Listing Data, Images and Virtual Tours.** Any information, image or virtual tour that identifies or provides contact information for the Listing Agency, Listing Agent, Seller or Third Party Vendor, or provides a link to a web-page that identifies or provides contact information for the Listing Agency, Listing Agent, Seller or Third Party Vendor shall appear only in data fields specifically intended for that purpose. This restriction applies to, but is not necessarily limited to, mailing, email and physical addresses, Internet (URLs), telephone numbers, voicemail numbers, fax numbers and any information or image that could be used to identify or contact the Listing Agency, Listing Agent, Seller or Third Party Vendor.
- e) **Restrictions on Promoting, Marketing or Offering Services and Products within Listings.** Information allowed in Listing Reports, on Photographs or contained in Virtual Tours is restricted to information that describes the Listed Property, its amenities and the neighborhood. No information that is intended to, or which could be construed to, promote, market or offer any product or service, including but not limited to, home inspections, mortgage services, appraisal services, relocation services, construction or development services or the Participant's or Subscriber's real estate brokerage services shall be included in Listing Reports, Photographs or Virtual Tours.
- f) The Service retains the right to correct or delete any Listing Data, Photograph or Virtual Tour which violates Section 6.30. Any violation of Section 6.30 is subject to "First Tier" fines and penalties as set forth in Section 2 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.30 within five (5) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.31 Listing Photograph Filing Requirements.

- a) Each Listing Filed with the System must include one or more photographs of the Listed Property unless it is Filed as one of the following Property Types: (1) Land; (2) Business For Sale; (3) Residential Rental; or (4) "Proposed New Construction" or "Under Construction." The Listing Broker/Agent must, however, submit photos for Properties listed as "Proposed New Construction" or "Under Construction" within five (5) days following completion of construction.
- b) Photographs must be electronically input to the System or received at the GFC CMLS office within five (5) business days following the date on which the Listing is Filed. This requirement may be satisfied in one of the following ways: (1) at the time a Listing is Filed, the Listing Broker/Agent may specify that the primary photo (secondary photos will not be copied) from an existing Listing within the System originally entered by the Listing Broker/Agent or by an agent in the Listing Broker/Agent's current office, be copied to the new Listing; provided, however, that to exercise this option, the Listing Broker/Agent must clearly and accurately identify the listing number of the

Listing which contains the photo to be copied; (2) using RE/Xplorer, the Listing Broker/Agent may enter a digital photo, in “.jpg” file format, directly from their computer; (3) a digital photo file(s), in “.jpg” file format may be e-mailed, as an attachment(s), to photos@ct-mls.com; or (4) photos may be hand delivered or mailed directly to GFC CMLS. There is no charge for any of the above-described photo services.

- c) The Service retains the right to correct or delete any Photograph which violates Section 6.31. Any violation of Section 6.31 is subject to “First Tier” fines and penalties as set forth in Section 2 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 6.31 within five (5) business days of written notification that Listing Broker/Agent is not in compliance.

Section 6.32 Penalty for Re-entering Inaccurate or Inappropriate listing Data A Fourth Tier Fine, as described in Section 5 of Schedule C, shall be automatically imposed on any Listing Broker/Agent who: (a) reenters or restores (or causes the reentry or restoration of) any Data or material that has been removed from any Listing of the Listing Broker/Agent because such Data or material violates the restrictions set forth in Section 6.30 of these Rules; or (b) removes and does not replace a primary photograph from any Listing of the Listing Broker/Agent where that photo had been Filed to comply with the requirements of Section 6.31 of these Rules.

Article 7 - Selling Procedures

Section 7.1 Availability of Listed Property Must be Accurately Represented. As required in Sections 6.7; 6.20; 6.24 of the Rules and Regulations Listing Broker/Agents shall not misrepresent to Cooperating Brokers a Listing’s availability for sale/rental or accessibility for showing or inspection.

Section 7.2 Disclosing the Existence of an Offer. In response to inquiries from Cooperating Brokers, Listing Broker/Agents shall disclose the existence of any offers to purchase or lease a Listed Property which are in negotiations which have not yet culminated in the acceptance of a binding offer to purchase and whether such offers were obtained by the Listing Broker/Agent, another licensee affiliated with the Listing Broker/Agent’s Participant or by a Cooperating Broker.

Section 7.3 Appointments for Showing Listed Properties. Unless indicated otherwise in the System, appointments for the showing of a Listed property shall be arranged through the Listing Broker/Agent subject to the following qualifications:

- a) At or before the time an appointment for showing is arranged, the Cooperating Broker shall disclose to the Listing Broker the agency status (i.e. subagent or buyer's agent) in which he/she is acting with respect to the prospective purchaser.
- b) If the Listing Broker/Agent requires that his/her representative accompany a Cooperating Broker on the showing of a Listing, that requirement must be included in the Listing Input Sheet and the Listing Broker/Agent must have a representative available to accompany the showing Cooperating Broker at the convenience of the Seller and Customer.
- c) Listing Broker/Agents may not require a Cooperating Broker to disclose the name his/her prospect before the showing of a Listed Property and in no event shall a Listing Broker/Agent require the prospect's address or telephone number prior to the presentation of an offer to purchase or lease.

- d) The Cooperating Broker shall immediately notify the Listing Broker/Agent if upon showing a Listed Property the Cooperating Broker finds that the key is missing, or the property is unlocked or damaged. It is the responsibility of any Cooperating Broker who shows a Listed Property to insure that the property is locked and that there are no conditions (such as running water or toilets, stove or ovens heating, etc.) which could result in damage to the Listed Property.

Section 7.4 Presentation of Offers.

- a) **Appointments for Presenting Offers.** Appointments for presenting offers and negotiations with the Seller for the purchase or lease of Listed Property shall be conducted through the Listing Broker/Agent unless the Listing Broker/Agent gives the Cooperating Broker specific authority to present an offer and deal directly with the Seller.
- b) **All Offers Must be Presented.** Unless precluded by law, government rule, regulation or agreed otherwise in writing between the Seller and Listing Broker/Agent, the Listing Broker/Agent shall submit all offers to the Seller until closing of title on the Listed Property.
- c) **Timely Presentation of Written Offers and Counter Offers to Seller(s).** The Listing Broker/Agent or his/her representative must make arrangements (including when necessary, a procedure to be followed if the Listing Broker/Agent is unavailable) to present all written offers as soon as possible, but in no event later than twenty-four (24) hours from notification by the Cooperating Broker of the existence of an offer, or give the Cooperating Broker satisfactory reason for the inability to do so.
- d) **Offers on Listings Currently Under Deposit.** Unless an offer submitted after a deposit has been accepted is contingent upon the termination of an existing binder, offer to purchase or contract, the Listing Broker/Agent should recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.
- e) **Presentation of Counter-Offers to Prospective Buyer and Tenants.** Cooperating Brokers representing buyers or tenants shall submit to the buyer or tenant all counter-offers, and should recommend that buyers and tenants obtain legal advice if there is a question about whether a pre-existing contract has been terminated.

Section 7.5 Refusal or Delay in the Presentation of Offers is Not Allowed. Any Listing Broker/Agent who refuses or fails to present a written offer to purchase or lease within the allotted twenty-four (24) hour period without providing the Cooperating Broker a satisfactory reason for not doing so will be subject to the "Third Tier" fines and penalties as set forth in Section 4 of Schedule C. The Listing Agent/Broker shall take all actions necessary to comply with the requirements of Section 7.4 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Section 7.6 Cooperating Broker's Right in Presentation of Offers and Counter-Offers. A Cooperating Broker or his/her representative has the right to participate in the presentation of any written offer or counter-offer the Cooperating Broker secures to purchase or lease the Listed Property unless the Seller has given written instructions to the Listing Broker/Agent that the Cooperating Broker not be present, in which case the Cooperating Broker has the right to a copy of the Seller's written instructions. A Cooperating Broker does not have the right to be present at any discussion or evaluation of any offer or counter-offer between the Seller and the Listing Broker/Agent. Nothing in this Section 7.6 shall be construed to diminish the Listing Broker/Agents right to schedule the appointments for such presentation.

Section 7.7 Listing Broker/Agent's Right in Presentation of Counter-Offers. A Listing Broker/Agent or his or her representative has the right to participate in the presentation of any written counter-offer made by the Seller to the prospective purchaser or lessee unless the prospective purchaser or lessee has given written instructions to the Cooperating Broker that the Listing Broker/Agent not be present, in which case the Listing Broker/Agent has the right to a copy of the prospective purchaser or lessee's written instructions. Except where the Cooperating Broker is acting as a subagent of the Seller, the Listing Broker/Agent does not have the right to be present at any discussion or evaluation of that offer or counter-offer between the prospective purchaser or lessee and the Cooperating Broker.

Section 7.8 Previewing Offers. If a Listing Broker/Agent requires a preview of an offer procured by a Cooperating Broker prior to its presentation, that preview shall occur at a reasonable time and place agreed to by the Listing Broker/Agent and Cooperating Broker. A preview does not in any way limit the Listing Broker/Agent's responsibility under Section 7.4(b).

Section 7.9 Requirement to Report Accepted Offers. The Listing Broker/Agent must report to the Service all Listings on which a Buyer and Seller have arrived at "a meeting of the minds" which has been documented by a Binder, Offer to Purchase, Sales Agreement, Contract of Sale or similar document signed by both the Buyer and "Seller. Any such Listing shall be reported as appropriate, as either "Continue to Show," "Pending," "Hubbard Clause" or "Rented," within two (2) business days after all necessary signatures of Buyer and Seller, or his/her/their authorized agent, have been obtained. Any violation of Section 7.9 is subject to "Third Tier" fines and penalties as set forth in Section 4 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 7.9 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Section 7.10 Requirement to Report Closed Sales and Leases. Within two (2) business days after the closing of title or occupancy by the tenant, the Listing Broker/Agent must report to the Service, the Sale or Lease of any Listing he Listed on the Service. The report must accurately provide the Listing's final sale or lease price and closing date and identify the selling broker and company who represented the Buyer or Tenant.

Any violation of Section 7.10 is subject to "Third Tier" fines and penalties as set forth in Section 4 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 7.10 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Section 7.11 Reactivating "Continue to Show" or "Pending" Listings. If the pending sale or lease of a Listed Property has failed for any reason, the Listing Broker/Agent shall File notice of the failure with the Service within two (2) business days of the transaction's failure and unless the Listing's Expiration Date has been passed, the Listing shall be reinstated in the System with an Active status.

Any violation of Section 7.11 is subject to "Third Tier" fines and penalties as set forth in Section 4 of Schedule C. The Listing Broker/Agent shall take all actions necessary to comply with the requirements of Section 7.11 within two (2) business days of written notification that Listing Broker/Agent is not in compliance.

Section 7.12 The Service May Modify a Sold or Rented Listing's Closed Data. If a Participant's files a written complaint alleging that a closed Listing Filed with the Service contains inaccurate information such as but not limited to: (1) the name of the Selling Broker or Selling Broker's Company, (2) the Sales Price, (3) the Closing Date or (4) disputes that the Filed Listing led

to the sale, the Service will investigate the complaint. Based on its investigation, if the Service, in its sole and absolute discretion determines there is sufficient reason to believe the data in question is in fact inaccurate, the Service may modify the Listing to correct the inaccuracy. The determination of the Service shall be final, and neither the Listing Broker/Agent, his/her Participant or any other person affiliated with the Participant shall have the right to assert any claim against the Service arising out of such determination.

Article 8 – IDX – Internet Data Exchange

Section 8.1 Definition - Internet Data Exchange. “Internet Data Exchange” or “IDX” is a means by which each GFC CMLS Participant subscribing to the program (the “Internet Data Exchange Subscriber” or “IDX”) permits the display of its active and sold listings and optionally upcoming open house notices, appearing in the GFC CMLS on each other’s Internet web site.

Section 8.2 Definition - Internet Data Exchange Database. The “Internet Data Exchange Database” is the current aggregate compilation of: (a) all active exclusive listings; (b) exclusive listings sold and closed during the preceding 365 days; and (c) information regarding public open houses scheduled during the next ten (10) calendar days, for all Internet Data Exchange Subscribers, excluding Listings where the seller has opted-out of Internet publication by so indicating on the Listing Agreement.

Section 8.3 Presumption of Participation. Every GFC CMLS Participant is automatically an IDX unless the Participant chooses to “Opt-Out” by completing and submitting the “Election Not To Participate in the Internet Data Exchange Program” form. The right to receive and display IDX Data is limited to Participants holding active participatory rights in the GFC CMLS.

Section 8.3.1 Participants Right to Withhold Address. An IDX may direct address information, including street number, street name and unit number, not be displayed on IDX sites.

Section 8.3.2 Participants Right to Withhold Open House Data. An IDX may direct data pertaining to the Participant’s upcoming open houses not be displayed on IDX sites.

Section 8.3.3 Sellers Right to Opt-Out of IDX or Withhold Address. Sellers may direct their Listing Agent/Broker to withhold their Listing in its entirety or their property address from IDX Display.

Section 8.4 Permission to Publish the Internet Data Exchange Database on the Internet. An IDX may publish all or a portion of the IDX Database on the Internet in accordance with all provisions of this Article of the Rules and Regulations. No GFC CMLS Participant shall display or publish GFC CMLS Listings, or any other GFC CMLS Data, in an electronic format in any manner that does not conform to the requirements the GFC CMLS Rules and Regulations. Unless expressly superseded by the provisions of this Article 8, all other Rules and Regulations remain in full force and effect.

If an IDX web site displays a subset of the IDX Database the choice of Listings to be displayed must be based on objective criteria, including but not limited to, factors such as geography, property type, list price, type of listing agreement or level of service provided by the Listing Agent/Broker. The selection of Listings to be displayed on an IDX website must be independently made by each Participant.

Section 8.4.1 GFC CMLS Must be Notified of IDX Websites. IDX must provide the GFC CMLS with the URL and IP address of each website on which the IDX will display IDX Data and make the website(s) directly accessible to the GFC CMLS for the purpose of compliance monitoring.

Section 8.5 Data Which May be Published Under IDX. IDX websites shall not contain more (but may contain less) MLS information than contained in the data fields listed in “Appendix C of the IDX Broker Informational Packet & Technical Documentation.” This does not limit the right of both the IDX and Seller to disallow display of a Listing’s address or open house information as detailed in Sections 8.3.1, 8.3.2 and 8.3.3.

Section 8.6 Participant’s Qualification to be an IDX. To qualify as an IDX, a Participant must be actively engaged in providing real estate brokerage services to buyers or sellers of residential real estate.

Section 8.6.1 A Participant May Authorize Affiliated Subscribers to Display IDX Data on Their Websites. Subscribers who have obtained their Participant’s written permission and provided a copy of that permission to the GFC CMLS may display IDX Data on their personal websites subject to the following conditions:

- a) Both the Subscriber and his/her Participant are fully responsible to insure the Subscriber’s IDX website complies with these Rules and Regulations.
- b) A Subscriber must use an IDX vendor included on the GFC CMLS list of approved vendors, which is available in the “IDX Broker Informational Packet & Technical Documentation” at www.ct-mls.com. *(Added July 20, 2009)*
- c) A Subscriber may display IDX Data available by “framing” his/her Participant’s IDX website on their own website, subject to their Participants consent and compliance with all applicable of State laws and regulations.
- d) Participants and Subscriber may use the free “rDesk” IDX program provide by the GFC CMLS. Further information is available at www.ct-mls.com.

Section 8.7 IDX Data Must be Kept Current. While daily updates are encouraged, the IDX Data on every IDX website must be updated at least once every seventy-two (72) hours. An IDX who chooses to update less frequently than daily must place a disclaimer on his/her/its website’s search page indicating the update frequency. Additionally, all IDX web sites must include a statement indicating the date of the last update similar to, “Data last updated: xx/xx/xx” on the first page displaying search results.

Section 8.8 Prohibition on Modification of IDX Data. An IDX may not modify or manipulate the Data contained in another IDX’s Listing. (This is not a limitation on the design of the site but refers to the actual data.) An IDX may augment the IDX Data with additional non-Listing Data and information not otherwise prohibited from being displayed so long as the source of the additional data or information is clearly identified.

Section 8.9 Identifying IDX Listings. Any website containing IDX Data must prominently display, on the first page containing any Listing Data: (a) a clear explanation that certain Listings are provided courtesy of the GFC CMLS IDX Program; and (b) how such IDX Listings will be identified. This requirement is designed to insure that anyone visiting an IDX website is clearly informed that the host of the IDX website is not the Listing Broker for all of the displayed properties. The IDX is allowed reasonable latitude to determine the wording, format and manner in which this required disclosure is displayed, but GFC CMLS retains full authority to determine if the disclosure is sufficient to accomplish its intended purpose. As a “safe harbor,” the following disclosure language, in a font size at least as large as the Listing Data, placed adjacent to an “IDX Detail Logo” (at least 105 pixels wide by 35 pixels high) which, in turn, is immediately adjacent to the property Listing Data satisfies the required disclosure:

“The data relating to real estate for sale on this website comes in part from the GFC CMLS IDX Program. Real estate listings held by brokerage firms other than [insert your firm’s name here] are marked with an “IDX Logo” (a little black house surrounding the letters “IDX”) and detailed information about those listings includes the name of the listing broker.”

Section 8.10 Identifying IDX Listings on Thumbnail Displays. Any search result which displays a Listing controlled by another IDX in a brief or "thumbnail" format shall clearly disclose that each such Listing is displayed as an IDX Listing and not as a Listing controlled by the IDX hosting the website. An IDX is allowed reasonable latitude to determine the manner in which this disclosure is made, but the GFC CMLS retains full authority to determine if the required disclosure complies with the intent of this Section 8.10. As a “safe harbor,” including either the “IDX Thumbnail Logo” or the phrase “Courtesy of the GFC CMLS IDX Program” in a visible font size and color at least as large as the font used to display the Listing Data, placed immediately adjacent to the property information, will satisfy this requirement.

Section 8.11 Limitation on Data Allowed in Thumbnail Displays. (a) A thumbnail display of a Listing controlled by another IDX may include no more than five (5) horizontal lines of text and/or a single photograph no more than 150 pixels high along with buttons or hyperlinks providing links for additional information; (b) A thumbnail display of a Listing controlled by another IDX may not include any contact information or branding of the IDX hosting the website, or any agent affiliated with that IDX; and (c) A thumbnail display of a Listing controlled by another IDX listing must also meet the requirements of Section 8.10 of these Rules and Regulations.

Section 8.12 Limitation on Data Allowed in Detailed Displays.

(a) A search result producing a detailed display of Data regarding a Listing controlled by another IDX shall disclose the name of the controlling IDX; the “IDX Detail Logo”; and the GFC CMLS Copyright Notice (either Option A or B) immediately following the property information.

Option A: “Copyright nnnn Greater Fairfield County CMLS, Inc. All rights reserved.” [Where nnnn is the current year.]

Option B: “© nnnn Greater Fairfield County CMLS, Inc. All rights reserved.” [Where nnnn is the current year.]

Note, you may not substitute a “c” in parentheses – “(c)” – for the copyright symbol – “©.” If your web site cannot display the copyright symbol, you must use Option A and spell out the word “Copyright.”

(b) A detailed display of a Listing controlled by another IDX may not include any contact information or branding for the IDX hosting the website or for an agent affiliated with the hosting IDX, within the “body” of the listing data. The “body” is defined as an imaginary rectangular box whose borders are delimited by the utmost extent in each direction of the listing text and photo data.

(c) Any detailed display of a Listing controlled by another IDX shall include a disclaimer that conveys the essence of the following terminology: “*Information Deemed Reliable But Not Guaranteed.*”

(d) The name of the IDX who controls the Listing and the GFC CMLS Copyright Notice shall be at least as large as the largest type size used to display the body of the Listing Data. The GFC CMLS Copyright Notice must appear exactly as it is shown in Section 8.12(a), above.

Section 8.13 Identification and Control of IDX Websites. Any Internet website used for the publication of any IDX Data, or any portion thereof, must be controlled by a single IDX and clearly identified as that IDX's Internet website.

Section 8.14 Protections Against "Scraping". The IDX who controls any website which displays IDX Data, or any portion thereof, shall take, or cause his/her/its vendor to take, reasonable efforts to prevent "scraping" or other unauthorized access, use or reproduction of the IDX Data by third parties or the unauthorized display of IDX Data on any other website. Reasonable efforts shall include but, are not necessarily limited to:

- (a) Monitoring the website for signs that a third party is "scraping" data; and
- (b) Prominently posting on the website a notice that any use of the site's search capabilities and/or of the data displayed on the site, by anyone other than a consumer looking to purchase real state, is prohibited.

If an IDX or his/her/its vendor suspects that "scraping" or any other unauthorized access, use or reproduction of the IDX Data has occurred, the suspicion and any evidence to support it must be reported to the GFC CMLS immediately for investigation and action.

Section 8.15 Required Data Security. Participants, vendors and hosting facilities who are allowed access to GFC CMLS IDX Data shall employ appropriate security procedures and devices, including firewalls, that are at least equivalent to the security measures and devices employed by the GFC CMLS.

Section 8.16 Limitation on the Use of the Internet Data Exchange Database. No portion of the IDX Data shall be used by, or provided to, anyone other than consumers desiring to purchase or lease real estate. This restriction, together with a restriction on the reproduction of IDX Data, shall be included in the "Terms and Conditions of Use Agreement" for all IDX web sites.

Section 8.17 Displaying a "Terms and Conditions of Use Agreement." Any Internet website which displays IDX Data, or any portion thereof, must include a "Terms and Conditions of Use Agreement" accessible either directly on or as a hyperlink from the first page on which IDX Data is displayed. As a minimum, the "Terms and Conditions of Use Agreement" shall incorporate the language included in the sample "Terms and Conditions of Use Agreement" in Section 8.1.4 of the "IDX Broker Informational Packet & Technical Documentation".

Section 8.18 All Agreements With Third Party Web Site Consultants, Designers, Developers and Hosting Services Must be in Writing. All third parties who develop, design, host or maintain a website for an IDX must fully execute the standard "Agreement to Access the Internet Data Exchange Data Feed" contract as provided by the GFC CMLS before such third party is provided access to any IDX Data.

Section 8.19 Requirement to Cure Violations. An IDX must make any and all changes to their Internet website necessary to cure any violation of GFC CMLS Rules and Regulations within five (5) business days of notice from GFC CMLS of a violation. If an IDX fails to correct any violation in the time provided, GFC CMLS reserves the right to discontinue the IDX's IDX Data feed, without any further notice. Any IDX that fails to correct a violation of Section 8.19 within the allotted time is subject to the automatic imposition of a "Fourth Tier" fine as set forth in Section 5 of Schedule C.

Section 8.20 IDX Fees. The Board of Directors may establish appropriate Fees for IDX participation to offset the costs of providing this service.

Article 9 – VOW – Virtual Office Website *(coming soon)*

Article 10 – Providing Data to Outside Service Providers *(coming soon)*

Article 11 - Use of Service Data and Information in Advertising

Section 11.1 Use of Listing Data and Information in Advertising. Information from Service compilations of current listing information; statistical reports; sold/comparable reports may be used by Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either Listing or Cooperating Broker).

Any print or non-print form of advertising or other public representation based, in whole or in part, on information supplied by the Service must clearly identify the source of the material and the market segment being represented, including the period of time and relevant parameters, such as towns and property types, on which such claims are based. Any claim must include enough information so that a Participant can perform a search on the MLS System to determine the accuracy of the claim. Any public representation must include a notice substantially similar to the following:

*“This representation is based in whole or in part on data obtained from the **Greater Fairfield County CMLS, Inc.** covering the period [Insert Initial Date] through [Insert Final Date]. The GFC CMLS does not guarantee nor is it in anyway responsible for the accuracy of such information. Data maintained by the GFC CMLS may not reflect all real estate activity in the market.”*

The Service shall have no liability or responsibility for the truth or accuracy of any data or information contained in any advertisement or public representation made or sponsored by a Participant and/or by any of his/her affiliated Subscribers. A Participant and his/her affiliated Subscribers jointly and severally agree to indemnify the Service and to hold the Service harmless from and against any liability, damage, cost and expense arising from or in any way related to, any advertisement or other public representation made or published by the a Participant and/or his/her affiliated Subscribers, which uses or is based upon MLS Data..

Article 12 - Compliance and Enforcement of Rules and Regulations

Section 12.1 Applicability of Rules and Regulations to Participants, Subscribers, Users and Vendors. Participants, Subscribers, Users, Vendors and others authorized to have access to the Service are subject to these Rules and Regulations and may be fined, suspended or expelled for violations thereof. A Participant has the ultimate responsibility and accountability for all Subscribers and Users affiliated with the Participant. By utilizing the services provided by GFC CMLS, all Participants and their affiliated Subscribers and Users reconfirm their agreement to comply with these Rules and Regulations and with the policies of the Service then in effect, which may be amended or modified by the Board of Directors from time to time.

Section 12.2 Adjudication of Violations. Fines and penalties for specific violations set forth in Schedule C of the Rules and Regulations shall be automatically imposed by GFC CMLS staff. Any written complaint alleging a violation of the Rules and Regulations for which no penalty is specified in Schedule C shall be referred to the Rules and Regulations Committee of the Board of Directors for investigation and adjudication. If the alleged violation is a breach of the Participant Agreement, Subscriber Agreement, User Agreement or these Rules and Regulations and does not also involve an alleged violation of the Realtors Code of Ethics® or request for arbitration, it shall be administratively considered and determined by the Committee. The Committee is not required to hold a formal hearing

on the complaint, but may in its absolute discretion elect to do so. If a majority of the members of the Committee find that a violation has occurred, the Committee may impose an appropriate penalty.

Section 12.3 Appeals. A Participant, on his/her own behalf or on behalf of an affiliated Subscriber or Users, has the right to appeal any penalty imposed by the Committee to the full Board of Directors. Any appeal permitted hereunder must be made in writing delivered to GFC CMLS within twenty-one (21) days of the imposition of the penalty being appealed. Filing of a valid appeal shall stay imposition of the penalty until the appeal has been heard and determined. Members of the Rules and Regulations Committee who imposed the penalty under appeal shall not participate in the hearing and determination of the appeal. The appeal shall be considered at a special meeting of the Board of Directors to be held within thirty (30) days of the date the appeal was filed. The appealing Participant and his/her affiliated Subscriber(s) or User(s) have the right to attend the special meeting and to present support for their position that the penalty was imposed in error. The Board, by majority vote, may sustain, reverse or modify the penalty imposed by the Committee. The decision of the Board shall be final and the Participant and his/her affiliated Subscriber(s) or User(s) shall have no further recourse or claim against the Committee, the Directors or the GFC CMLS with respect to the penalty..

Section 12.4 Complaints of Unethical Conduct and/or Requests for Arbitration:

Participants and Subscribers, by virtue of their affiliation or their Participant's affiliation with a local Board/Association of Realtors are subject to the Code of Ethics, the Professional Standards Manual and Standards of Practice of the National Association of REALTORS. Alleged violations involving unethical conduct or requests for arbitration shall be referred to the Professional Standards Committee of the association of REALTORS® having jurisdiction over the alleged violation for processing in accordance with the Professional Standards Procedures of the Board/Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board/Association of REALTORS® having jurisdiction over the matter.

Section 12.5 Maximum Fines. The total of all fines imposed against any Participant, Subscriber or User shall not exceed \$2,000.00 in any calendar year.

Section 12.6 Suspensions. Any suspension shall not exceed ninety (90) days.

Section 12.7 Expulsion. Expulsions shall be for a period of one (1) year, after which the expelled Participant or Subscriber may apply for reinstatement with GFC CMLS.

Article 13 - Confidentiality and Use of GFC CMLS Data, Proprietary Logos and Marks

Section 13.1 Confidentiality of Service Data and Information. Participants shall at all times maintain control over and protect the integrity and confidentiality of all data and information contained within the MLS System (collectively the "GFC CMLS Data"). Subject to the terms and conditions of the Participant Agreement, Subscriber Agreement and User Agreement, GFC CMLS Data is the property of GFC CMLS Participants and their affiliated Subscribers and Users have been authorized to access and use the GFC CMLS Data only in connection with their activities as a properly licensed real estate salesperson, broker or real estate appraiser. Use of confidential and proprietary GFC CMLS Data, in any form, is subject to the limitations and obligations set forth in the Participant Agreement, Subscriber Agreement or User Agreement and to these Rules and Regulations. The authorized use and transmission (via verbal, printed or electronic means) of GFC CMLS Data is strictly limited to activities by and communications from or among Participants, Subscribers, and/or Users, in their capacities as such, for the sole purpose of effecting or seeking to effect the sale, lease or appraisal of

specific properties. No Participant, Subscriber or User shall cause or permit the unauthorized transmission, retransmission, display, publication or disclosure of GFCCMLS Data or otherwise make the Data available to any person or entity that is not authorized to view or possess the Data.

Section 13.2 Use of GFC CMLS Data by Participants and for CMA. Nothing in this Article 13 shall restrict a Participant from distributing the Participants own Listings as the Participant deems appropriate or 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 an estimate of value on a particular property for a particular client or customer, so long as the information reproduced and attached to the report as supporting documentation complies with Section 6.17 of these Rules and Regulations. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

Section 13.3 Indemnification - Service Not Responsible for Accuracy of Information. GFC CMLS Data is published verbatim, without change by the Service, as Filed with the Service by the Participants and/or their affiliated Subscribers and Users. GFC CMLS has no obligation to verify the completeness or accuracy of any Data Filed with the Service and disclaims any responsibility or liability for the accuracy or completeness of the Data. Each Participant and/or his/her affiliated Subscribers and Users, by using any GFC CMLS service, acknowledges and agrees to the foregoing disclaimers and agrees to indemnify GFC CMLS and hold GFC CMLS harmless from and against any liability, damage, cost and expense arising from or in any way related to any inaccuracy or inadequacy of the Data or the use and/or publication of the Data.

Section 13.4 Use of Logos and Other Service Marks. GFC CMLS Logos and Marks are solely reserved for its use by GFC CMLS to identify and promote its products and services. No Participant or Subscriber may display, publish or in any way use any GFC CMLS Logo and Mark other than to communicate the Participant or Subscriber’s affiliation with GFC CMLS.

Article 14 - Ownership of GFC CMLS Data, Copyrights and Service Marks

Section 14.1 Grant of Copyright Authority. By Filing any property Listing data, information, photographs, Virtual Tours and other supporting media with the Service, a Participant represents and warrants that the Participant, without the necessity of any further consent or approval, has been authorized to grant, and thereby does grant, authority to GFC CMLS to include the property Listing Data and information, photographs, Virtual Tours and other supporting media (collectively the “GFC CMLS Data”) in the MLS System and to publish the GFC CMLS Data and all related materials for use by other Participants, Subscribers and Users. All right, title and interest in the GFC CMLS Data and to each copy of every MLS Publication and any manifestation thereof, including but not necessarily limited to, any MLS Publication or distribution channel such as Realtor.com and IDX sites, irrespective of medium, form or format, shall at all times be and remain vested in GFC CMLS including any and all copyrights therein.

Section 14.2 Infringement Indemnification. Each Participant shall indemnify, defend and hold GFC CMLS harmless from and against any liability arising from a claim that GFC CMLS use of any GFC CMLS Data submitted by the Participant or his/her affiliated Subscriber or User infringes the copyright of a third party.

Article 15 - GFC CMLS Lockbox Service.

Section 15.1 GFC CMLS Lock Box System. GFC CMLS shall provide an optional electronic Lockbox system to Participants and their affiliated Subscribers and Users for the purpose of providing access to Listed Properties on the GFC CMLS Service and by extension through an “Electronic Lockbox Keycard Reciprocity Agreement,” those Electronic Lockboxes placed on properties listed by members of the Eastern Connecticut Association of REALTORS®; the Greater Hartford Association of REALTORS®; the Middlesex Shoreline Association of REALTORS®; the Greater New Haven Association of REALTORS®; and the Greater Waterbury Association of REALTORS®, for legitimate real estate business, subject to the execution of either a DisplayKey or eKEY Sub-License Agreement and the payment of the Lockbox Service Fee. These Agreements shall provide that: (1) DisplayKeys or eKEYs may not under any circumstances be used by anyone other than the keyholder; (2) Electronic Lockboxes may only be placed on properties that are listed by a Subscriber to both the MLS System and the GFC CMLS Electronic Lockbox program; (3) Electronic Lockboxes shall not be placed on any property that is not Filed in the MLS System. The Lockbox system shall be provided by a recognized Lockbox vendor.

Section 15.2 Lockbox System Fees and Charges.

- a) The Board of Directors has adopted a Lockbox Service Fee and as described in Section 3.1 e.
- b) Lockbox Service Subscribers may purchase electronic lockboxes and dKEYs at prices set forth in Schedule B.

Section 15.3 Only the DisplayKey or eKEY’s Owner is Authorized to Use It. Only the Subscriber specifically authorized in their DisplayKey or eKEYs Sub License Agreement may utilize their DisplayKey or eKEY. Sharing or loaning the DisplayKey or eKEY to anyone who is not a current-Lockbox System Subscriber, including, without limitation, the Subscriber’s Participant, other Subscribers, home inspectors, appraisers or the homeowner is expressly prohibited. Any violation of Section 15.3 is subject to the automatic imposition of a “Fourth Tier” fine as set forth in Section 5 of Schedule C. After the first violation, if a Participant, Subscriber or User again violates this Section, the Service shall impose a thirty (30) day suspension of all Lockbox services and privileges.

Section 15.4 Storing the PIN with a dKEY or eKEY is Prohibited. Each DisplayKey or eKEY will not function unless a unique PIN code has been entered via its keypad. This feature is critical in restricting an unauthorized individual’s ability to open Electronic Lockboxes. Therefore PIN codes are never to be attached to or stored with a DisplayKey or eKEY in any way. Any violation of Section 15.4 is subject to the automatic imposition of a “Fourth Tier” fine as set forth in Section 5 of Schedule C. After the first violation, if a Participant, Subscriber or User again violates this Section, the Service shall impose a thirty (30) day suspension of all Lockbox services and privileges.

Section 15.5 Requirement to Immediately Report a Lost or Stolen DisplayKey or eKEY. When a Subscriber becomes aware that their DisplayKey or eKEY has been lost, stolen or is otherwise unaccounted for, the Subscriber must immediately notify the GFC CMLS and the GFC CMLS shall immediately deactivate the DisplayKey or eKEY.

Section 15.6 GFC CMLS May Suspend or Terminate Lockbox Services. The Service may: (a) deny, suspend or terminate all Lockbox Services; and/or (b) refuse to sell DisplayKeys, eKEYs or Lockboxes to any individual: (1) convicted of a felony or misdemeanor if, in the sole determination of the GFC CMLS, the conviction relates to the conduct of real estate brokerage business or if clients, customers, or other real estate professionals would be placed at risk by allowing the convicted individual access to Lockbox Services. The GFC CMLS may suspend the right of a Lockbox keyholder to use a DisplayKey or eKEY following his/her arrest for any felony or misdemeanor, and pending judicial resolution of such charge, if the crime that the keyholder is accused of, in the sole determination of the GFC CMLS, relates to the conduct of real estate brokerage business or if clients, customers, or other real estate professionals would be placed at risk by allowing the accused individual continued access to Lockbox Services.

Article 16 - Amendments

Section 16.1 Amendments to Rules and Regulations. These Rules and Regulations may be amended from time to time by a two-thirds vote of the GFC CMLS Board of Directors. A majority of GFC CMLS Participants may petition the Directors to adopt specific changes, in which event such changes must be considered at a regular or special meeting of the Directors.

Schedule A – Definitions

Actual Days on Market (ADOM) – ADOM tallies the number of days a listing (a list number) was available for sale (Market Code=A). For example, if a listing was available 30 days, then Pending (not available for sale, Market Code=O) 30 days and then went back on the market and was available for sale another 30 days, the listing’s “ADOM” (Active Days on Market) would be 60 days.

Adult Community – Shall mean a Condominium or Subdivision that is legally restricted, by Connecticut statute to owners 55 years of age or older.

Authorized Vendors – Shall mean any third party Vendor who requires access to MLS Data to perform services for an MLS Participant. Authorized Vendors must enter into a Data Licensing Agreement approved by the MLS and signed by the Participant, Vendor and MLS before the MLS will provide the Vendor with access to MLS data. As set forth in the Data Licensing Agreement, the MLS may charge reasonable fees to cover the costs associated with providing such Data access.

Code of Ethics – The standards of professional and ethical conduct as prescribed in the Code of Ethics of the National Association of REALTORS®.

Cooperating Broker - Shall mean the licensed broker who or which is either a subagent of a Listing Broker, a buyer’s agent or other appropriately licensed facilitator in the process of selling a Listed Property. Wherever the context so requires, reference in these Rules and Regulations to a Cooperating Broker shall include the Participant through which any individual Cooperating Broker is acting.

Cumulative Days on Market (CDOM) – CDOM tallies the number of days a given Seller has had a PROPERTY listed for sale or rent. If the seller has listed the property more than once (different Listing Numbers) “CDOM” includes the “ADOM” from each of the Seller’s previous listing(s) unless, the chain connecting the listings has been broken. For example, if a property was listed twice and the first listing had been available for sale (Market Code=A) for 30 days, then Pending (not available for sale, Market Code=O) for 30 days and then went back on the market and was available for sale (Market Code=A) for another 30 days before the listing expired its “ADOM” would equal 60 Days. Then if that property was listed again within 90 days of the first listing’s expiration date, and the second listing had been available for sale (Market Code=A) for the last 75 days its “ADOM” would equal 75 Days, the second listing’s “CDOM” would equal the total of first and second listing’s “ADOM”, in this example 135 days.

Deadline for Filing - Shall mean, with respect to a property, two (2) business day after the Start Date of a Listing Agreement or authorization for change with respect to the property (including, without limitation, price changes, changes in contingencies, CTSS, Pendings, Cancellations, Withdrawals, Solds, Leases or any other change in the Listing) has been executed and delivered by all necessary signatories and has been received by the Listing Broker.

Direct Waterfront – Shall mean a property that directly physically abuts a body of water.

Entry-Only Listing (E0) – Shall mean a Listing or Listed Property with respect to which the Listing Broker, pursuant to the Listing Agreement, is not obligated to provide, and will not be providing, any service to the Seller other than the Filing of the Listing.

Exclusive Agency (EA) - Shall mean, when applied to a Listing Agreement, a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller and the Seller agrees to pay a commission to the Listing Broker if the Listed Property is sold through the efforts of any real estate broker. Under an Exclusive Agency Listing, if the Listed Property is sold solely through the efforts of the Seller, the Seller is not obligated to pay a commission to the Listing Broker or any other broker.

Exclusive Right to Sell (ER) - Shall mean, when applied to a Listing Agreement, a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller and the Seller agrees to pay a commission to the Listing Broker regardless of whether the Listed Property is sold through the efforts of the Listing Broker, any other real estate broker, the Seller or anyone else.

Exclusive Agency Listing with Reserved Prospect (EAP) - Shall mean a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller and the Seller agrees to pay a commission to the Listing Broker if the Listed Property is sold through the efforts of any real estate broker. Under an Exclusive Agency Listing, if the Listed Property is sold solely through the efforts of the Seller, the Seller is not obligated to pay a commission to the Listing Broker or any other broker. Additionally the Seller may name one or more individuals or entities as exemptions in the Listing Agreement and, if the Listed Property is sold to any exempted individual or entity, the Seller is not obligated to pay a commission to the Listing Broker (nor will the Service include the Listed Property as a “sold” in any manifestation of the Service Compilation).

Exclusive Agency Listing with Variable Rate of Commission (EAV) - Shall mean a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller and the Seller agrees to pay a commission to the Listing Broker if the Listed Property is sold through the efforts of any real estate broker. Under an Exclusive Agency Listing with Variable Rate of Commission the Seller is obligated to pay a commission in differing amounts or rates depending on who is responsible for the sale/lease. For instance one rate might be charged if the Listed Property is sold/leased by the Listing Broker without the assistance of a Cooperating Broker and a different commission if the sale/lease results through the efforts of a cooperating broker.

Exclusive Right To Sell with Reserved Prospect (ERP) - Shall mean, when applied to a Listing Agreement, a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller and the Seller agrees to pay a commission to the Listing Broker regardless of whether the Listed Property is sold through the efforts of the Listing Broker, the Seller or anyone else, except that the Seller may name one or more individuals or entities as exemptions in the Listing Agreement and, if the Listed Property is sold to any exempted individual or entity, the Seller is not obligated to pay a commission to the Listing Broker (nor will the Service include the Listed Property as a “sold” in any manifestation of the Service Compilation).

Exclusive Right To Sell with Variable Rate of Commission (ERV) - Shall mean, when applied to a Listing Agreement, a Listing Agreement under which the Listing Broker becomes the sole agent of the Seller and the Seller agrees to pay a specified commission if the Listed Property is sold by the Listing Broker either with or without the assistance of a Cooperating Broker and a different commission if the sale results through the efforts of the Seller or if the Listed Property is sold/leased by the Listing Broker/Agent without the assistance of a Cooperating Broker and a different commission if the sale/lease results through the efforts of a Cooperating Broker.

Filed (or variants on the term, as the context may require) - Shall mean directly input into the System by a Participant, Subscriber or User by electronic or other means or actually received by the Service from a Participant, Subscriber or User in printed or written form at either the GFC CMLS or a service center office for inclusion in the Service Compilation.

Firm - a partnership, corporation, limited liability company, other legal entity or sole proprietorship that owns or operates an office or offices engaging in the real estate business and organized under the same management. A "Firm" does not include independently owned franchisees of a franchisor even if the franchisor owns or operates an office or offices engaging in the real estate business under the same or a similar name. (Also, see “Office”)

Internet Data Exchange (IDX) - a means by which each GFC CMLS Participant subscribing to the program (the “Internet Data Exchange Subscriber” or “IDX”) permits the display of its active listings appearing in the GFC CMLS on each other’s Internet web site.

Limited Service Listings (LS) - Shall mean a Listing or Listed Property with respect to which the Listing Broker, pursuant to the Listing Agreement, is not obligated to provide, and will not be providing, some of the services traditionally provided a Seller.

Listing or Listed Property - Shall mean a property as to which all necessary data and information have been Filed with the Service.

Listing Agreement - Shall mean a signed written agreement between a Seller and a broker which constitutes an Exclusive Agency Listing, or Exclusive Right To Sell Listing, or Exclusive Right To Sell With Reserved Prospect or Exclusive Right To Sell With Variable Rate Of Commission. A Listing Agreement must include the Seller's written authorization to the Listing Broker to submit the Listing Agreement to the Service.

Listing Broker - Shall mean the Individual Participant or Participant Firm who or which Files a Listing with the Service.

Listing Status – Statuses are used to mark milestones in a listing's marketing progress as it moves from a listing new entered in the Service to its final conclusion. Statuses are grouped into two groups called Market Codes. The statuses included in "Market Code A" are NEW, ACTIVE, RAISED, REDUCED, BACK ON MARKET, CONTINUE TO SHOW, HUBBARD and the statuses included in "Market Code O" are CANCELLED, EXPIRED, RENTED, SOLD & WITHDRAWN. See Reference H for additional information about each of these statuses.

Market Time (MT) - "Market Time" calculates a listing's (a single list number) "MT" as follows: (a.) When a listing is currently available for sale (Market Code=A), "MT" equals the number of days between the current date and the List Date, or (b.) when a listing is currently not available for sale (Market Code=O), "MT" equals the number of days between the date the listing most recently went into an off market status (Pending, Withdrawn, Cancelled, Expired or Sold/Rented) and the List Date.

Marks – Shall mean any of the marks and logos owned by the Service that use, include or incorporate in any way the term "GFC CMLS" or "CMLS" or "Greater Fairfield County CMLS" or "Greater Fairfield County CMLS, Inc." or any variant of the same, that appears on these Rules and Regulations, on the Service's letterhead or on the Service's website.

Office - Shall mean the distinct location or Virtual Office web site from which a Participant or Subscriber conducts a real estate business that is licensed by the appropriate state real estate licensing authority, agency or board, or its functional equivalent, legally designated as such in Connecticut or another state.

Participant – A REALTOR® principal, or his/her properly authorized designee, who is an active member of an Association of REALTORS® who holds a current, valid Connecticut real estate brokers license or appraisal certification/license. See Article 2, Section 2.1(a) of the rules and regulations for details.

Participant Agreement/Application – The most up-to-date version of the Participant Agreement is available at www.ct-mls.com.

Listing Input Sheet - Shall mean the printed or electronic form used to record data or information which will be Filed with the Service, including any printed or electronic form used to indicate a change in status of a Listing.

REALTOR® - An individual who is a member of the National Association of REALTORS® in good standing.

Seller - Shall mean any one or more individuals and/or entities, as the case may be, who or which a Participant has determined to be the proper party or parties seeking to sell or lease a property through that Participant.

Service - Shall mean the **Greater Fairfield County CMLS, Inc.**, a Connecticut Non-stock corporation.

Primary Service Area – Shall mean the geographical area within the State of Connecticut in which GFC CMLS provides multiple listing services. The Corporation's "Service Area" shall include Fairfield County, Connecticut, except the Towns of Greenwich, Darien and New Canaan and the following Towns located within Litchfield or New Haven Counties, Connecticut: Ansonia; Beacon Falls; Derby; Oxford; Seymour; New Milford; Bridgewater; Kent; Roxbury; Sherman; Warren; Washington.

REO Property – Shall mean a property listed that is being marketed by a lender or subject to a lender or the lender's authorized representative's approval.

Seller's Waiver Form - Shall mean the form required to be signed by a Seller and delivered to the Service by the Seller's Listing Broker when the Seller requests that an identified property not be Listed in the Service.

Service Compilation - Shall mean any form, format or medium in which property listing data and information and/or tax information are collected and/or disseminated to Participants from time to time by the Service, including, but not limited to, the System and any other computer database, any MLS Publication, other form, format or medium whatsoever. The Service Compilation and the data and information contained therein are copyrighted in the name of the Service.

Service Center - A Connecticut Board/Association of REALTORS® which has entered into an agreement with the **Greater Fairfield County CMLS, Inc.** to provide certain services to Participants and Subscribers on behalf of the Service.

Square Feet – Square footage included on Single Family, Condominium, Multi-Family and Residential Rental listings should not include unheated or below grade space.

Subscribers – Subscribers include non-principal brokers, sales associates, and licensed or certified appraisers affiliated with a Participant. See Article 2, Section 2.1(b) of the rules and regulations for details.

Subscriber Agreement/Application – The most up-to-date version of the Subscriber Agreement is available at www.ct-mls.com.

System - Shall mean the computerized database of property data and information maintained by the Service; often referred to as an "MLS System".

Teams - A Team can be as simple as an agent working with a personal assistant or as complex as many agents and assistants working together. All Teams must be properly registered with and authorized by the MLS. See Article 2, Section 2.1(d) of the rules and regulations for details.

Team Registration – The most up-to-date version of the Team Registration is available at www.ct-mls.com.

Users - Users include all staff employed by or affiliated with a Participant, other than Subscribers who will have access to and/or use of the Service. All Users who will have use of or access to the Service must obtain their own active MLS ID. See Article 2, Section 2.1(c) of the rules and regulations for details.

User Agreement/Application – The most up-to-date version of the Administrative Assistant and User Agreement is available at www.ct-mls.com.

Virtual Office Website (VOW) - 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 the Service's MLS listing database, subject to the Participant's oversight, supervision and accountability. A Subscriber may, with his or her Participant's consent, operate a VOW. A Subscriber's VOW is subject to the Participant's oversight, supervision and accountability.

Schedule B - Service Fees

The GFC CMLS Board of Directors has established the following fees and charges for the various services available to Participants, Subscribers and Users of the Service. The current fees and charges set forth in this Schedule B may be changed at any time in the discretion of the Board of Directors. No Subscriber Fee, User Fee, Lockbox Service Fee required to be paid by a Participant; Subscriber or User shall be prorated, refunded or waived after the calendar quarter for which the Fee was due has started.

Participant Fee (Company Startup Fee) – A onetime Company Startup fee in the amount of \$212.00 shall be paid by a firm when it begins participation in GFC CMLS. (Section 3.1(i) of the Rules & Regulations)

Subscriber Fee – Each Participant and Subscriber shall pay a monthly Subscriber Fee in the amount of \$ 24.24, which will be billed quarterly in advance. A Participant or Subscriber who begins service on or after the 22nd day of a month will not be billed for that month. (Section 3.1(b) of the Rules & Regulations)

Secondary Subscriber Fee - Any Participant or Subscriber who obtains a second User ID shall pay a monthly Secondary Subscriber Fee in the amount of \$12.12, which will be billed quarterly in advance. A Participant or Subscriber who obtains a second User ID on or after the 22nd day of a month will not be billed for that month. (Section 3.1(c) of the Rules & Regulations)

User Fee – The GFC CMLS does not charge Users for access and use of the Service.

Lockbox Service Fee - Each Participant, Subscriber or User of the Service who subscribes to the optional Electronic Lockbox Service shall pay a monthly Lockbox Subscriber Fee in the amount of \$6.36, which will be billed quarterly in advance. If a Participant, Subscriber or User begins Lockbox service on or after the 22nd day of a month, the Participant, Subscriber or User will not be billed for that month. (Section 3.1(e) of the Rules & Regulations)

Late Fee – A Late Fee in the amount of \$25.00 shall be paid before MLS Services are restored to a Participant or Subscriber who has been suspended pursuant to Section 2.14(a) of the Rules & Regulations. (Section 3.1(f) of the Rules & Regulations)

Termination Fee - A Termination Fee in the amount of \$25.00 shall be paid before MLS Services are restored to a Participant or Subscriber who has been terminated pursuant to Section 2.14(b) of the Rules & Regulations. (Section 3.1(g) of the Rules & Regulations)

Reinstatement Fee – A Reinstatement Fee in the amount of \$50.00 shall be paid before MLS Services are restored to a Participant or Subscriber who has previously voluntarily cancelled his/her MLS Services. A previous cancelled Subscriber shall not be charged a Reinstatement fee if such Subscriber; (A) resumes MLS Services through a different Participant within (30) days after cancellation, or (B) resumes MLS Services more than two (2) years after cancellation. (Section 3.1(h) of the Rules & Regulations)

Listing Input Fee – A Listing Input Fee in the amount of \$21.20 shall be paid by any Participant, Subscriber or User who requests that GFC CMLS staff enter a listing into the Service. Listings entered directly by a Participant, Subscriber or User shall not be subject to a Listing Input Fee. (Section 3.1(j) of the Rules & Regulations)

Schedule C – Progressive Fines

Schedule C – Section 1 Important Policies and Procedures. The imposition of Fines is necessary to insure the quality and integrity of the Data maintained by the Service and as an incentive for compliance with these Rules and Regulation, which enhances the quality of the Service for all Participants, Subscribers and Users. Fines are not intended to be punitive in nature and are graduated and reasonable in relation to the purpose for which they have been established.

The GFC CMLS Board of Directors has adopted the following “Four Tier Progressive Fine” approach to assessing Fines for violations of the Rules and Regulations, which has been designed to be implemented as follows:

- a) The Service will notify both the Listing Broker/Agent and Participant/Office Manager via **email**, of any suspected violation(s). In the case of suspected Third or Fourth Tier violations both the Listing Broker/Agent and his/her Participant/Office Manager will be provided either two (2) business days advance email notification, or in the case of suspected First or Second Tier violations five (5) business days advance email notification in which to resolve or correct suspected violation(s) and notify the Service of such resolution before Fines will be levied in accordance with the following policies and procedures.
- b) Under the “Four Tier Progressive Fine” system, each Section of the Rules and Regulations requiring a Fine has been assigned to one of the Four Tiers according to the severity of a violation’s impact on other Participants and/or the overall quality of the Service. The severity of the penalties increases as the Tier number increases.
- c) In addition to the amount of the Fine increasing as the Tier number increases; within the Second, Third and Fourth Tiers, Fines progressively increase as the number of violations committed by an individual Participant, Subscriber or User, against a specific Section of the Rules and Regulations within a 365 day period increases.
- d) If a single Listing contains multiple violations, each violation will incur a Fine.
- e) Each time the GFC CMLS assesses a Fine based on a violation in any of the four Tiers, it will be levied against both the Listing Broker/Agent and his/her Participant/Office Manager.
- f) In the case of Fines levied based on either the Second, Third or Fourth Tiers the amount of the Fine the Participant/Office Manager will be assessed will be the same as the Listing Broker/Agents.
- g) In the case of a Fine levied where the Participant/Office Manager and the Listing Broker/Agent is the same person, that individual will be responsible for paying both Fines.
- h) Regardless of any change in the Listing’s status, (including sale, cancellation or expiration) or the payment of a Fine during a previous month(s) for the same violation in the same Listing, Fines will continue to be imposed every thirty days, for each violation, until the violation is resolved so that the Listing complies with these Rules and Regulations; and the GFC CMLS office has been notified that the Listing is in compliance.
- i) Fines are due and payable upon receipt of invoice.
- j) If the deficient Listing that resulted in the imposition of a Fine has not been brought into compliance **AND** all monthly Fines paid before the 91st day after the initial Fine was invoiced, both the Participant/Office Manager’s and the Listing Broker/Agent’s GFC CMLS access privileges shall be suspended until the deficient Listing has been brought into compliance and all Fines paid. Monthly Fines for both the Participant and Listing Broker/Agent will continue to be assessed during the suspension.
- k) A Participant, Subscriber or User who believes that a Second, Third or Fourth Tier Fine has been improperly imposed may appeal the fine to the GFC CMLS Board of Directors. No appeal shall be considered by the Directors unless it: (a) is filed in writing within fifteen (15) business days after

notice that the Fine has been imposed is sent to the appellant; and (b) sets forth the specific reason(s) why the Fine should not have been imposed. The decision of the Directors shall be final.

PLEASE NOTE that while the GFC CMLS makes reasonable efforts to avoid taking up either the Listing Broker/Agent's or the Participant/Office Manager's time resolving erroneous suspected violation(s), Fines will be issued if the Listing Broker/Agent does not communicate with the Service, within the time allotted (two business days for Third & Fourth Tier violations and five business days for First & Second Tier) to resolve the suspected violation(s) even if the suspected violation(s) prove to be without merit.

Schedule C – Section 2, “First Tier” Fines.

The following procedures and Fines apply to any violation of the following Sections of the Rules and Regulations:

Section 6.26 – Limitations on Listing Properties in Multiple Towns.

Section 6.27 - Limitations on Listing Properties in More Than One Property Type.

Section 6.30 – Required Listing Accuracy and Quality Standards.

Section 6.31 – Listing Photograph Filing Requirements.

Both the Listing Broker/Agent and his/her Participant/Office Manager shall be given five (5) business days from the date of notification to resolve or correct the suspected violation(s) and notify the Service of such resolution. If the Service is not notified within five (5) business days that the suspected violation has been resolved, **both the Listing Broker/Agent and his/her Participant/Office Manager will each be Fined \$10 for each month or portion thereof during which the violation remains unresolved.**

Schedule C – Section 3, “Second Tier” Fines.

The following procedures and Fines apply to any violation of the following Sections of the Rules and Regulations:

Section 4.2 – Listings May Only be Filed to Offer Cooperation and Compensation to Participants

Section 6.5 – Participant, Subscriber or User with an Ownership Interest in a Listed Property

Section 6.10 – Participants Required to Provide Copies of Listing Documentation

Section 6.12.2 – Failure to file Mandatory Listings

Section 6.13 – Exemptions From Mandatory Listing Policy and Delayed Filing of Listings

Section 6.15 - Designating Limited Service Listings

Section 6.16 – Designating Entry Only Listings

Section 6.17 – Listing Report Distribution Restrictions

Section 6.25 – Listings of Properties with Multiple Parcels of Real Estate

The following Fines will be automatically imposed on **both the Listing Broker/Agent and his/her Participant/Office Manager** for any violation of the above-referenced Sections as follows:

- 1) For the first violation of any Section within a 365 day period - **\$25.00**
- 2) For the second violation of the same Section within a 365 day period - **\$50.00**
- 3) For the third violation of the same Section within a 365 day period - **\$100.00**
- 4) For the fourth and all subsequent violations of the same Section within a 365 day period - **\$250.00** per violation.

In addition to the Fine imposed, if the Listing Broker/Agent and his/her Participant/Office Manager has not corrected the deficiency which gave rise to any violation of the above-referenced **Sections within five (5) business days** after written notice of the violation has been sent to the Listing

Broker/Agent, the GFC CMLS, without further notice, shall suspend all services to the Listing Broker/Agent until the deficiency has been corrected.

Schedule C – Section 4, “Third Tier” Fines.

The following procedures and Fines apply to any violation of the following Sections of the Rules and Regulations:

Section 5.1 - Cooperative Compensation Specified on Each Listing

Section 6.7 - Listings Must be Available for Showings When Entered

Section 6.18 – Listing Price Must Be Specified

Section 6.19 – Contingencies Applicable to Listings

Section 6.20 - Changes to a Listing’s Status Must be Reported

Section 7.5 - Refusal or Delay in the Presentation of Offers is Not Allowed

Section 7.9 – Requirement to Report Accepted Offers

Section 7.10 - Requirement to Report Closed Sales or Leases

Section 7.11 – Reactivation “Continue to Show” or Pending Listings

The following Fines will be automatically imposed on **both the Listing Broker/Agent and his/her Participant/Office Manager** for any violation of the above-referenced Sections as follows:

- 1) For the first violation of any Section within a 365 day period - **\$25.00**
- 2) For the second violation of the same Section within a 365 day period - **\$50.00**
- 3) For the third violation of the same Section within a 365 day period - **\$100.00**
- 4) For the fourth and all subsequent violations of the same Section within a 365 day period - **\$250.00** per violation.

In addition to any Fine imposed for violations of the Sections listed above, if either the Participant or Listing Broker/Agent have not corrected the deficiency which gave rise to the violation **within two (2) business days** after the written notice of the violation was sent to both the Participant and the Listing Broker/Agent, the GFC CMLS, without further notice, shall suspend all services to the Listing Broker/Agent until the deficiency has been corrected.

Schedule C – Section 5, “Fourth Tier” Fines .

The following procedures and Fines apply to any violation of the following Sections of the Rules and Regulations:

Section 2.6- Unauthorized Use of a System ID

Section 6.2.3 – Failure to Have a Valid Listing Agreement

Section 6.21 – Failure to Have a Valid Expiration Date

Section 6.22 – Improper Extension of a Listing

Section 6.23 - Improper Cancellation of a Listing

Section 6.24- Improper Withdrawal of a Listing

Section 6.32- Reentering Inaccurate, Incomplete or Inappropriate Listing Data

Section 8.19 - Failure to Cure IDX Violations

Section 15.3- Only the DisplayKey or eKey’s Owner is Authorized to Use It

Section 15.4- Storing a PIN with a DisplayKEY or eKEYs is Prohibited

The following Fines will be automatically imposed on **both the Listing Broker/Agent and his/her Participant/Office Manager** for any violation of the above-referenced Sections as follows:

- 1) For the first violation of any Section within a 365 day period - **\$100.00**
- 2) For the second violation of the same Section within a 365 day period - **\$300.00**

- 3) For the third violation of the same Section within a 365 day period - **\$500.00**
- 4) For the fourth and all subsequent violations of the same Section within a 365 day period - **\$1,000.00** per violation.

If the Listing Broker/Agent has not corrected the deficiency which gave rise to any violation of the above-referenced Sections within two (2) business days after written notice of the violation has been sent to the Listing Broker/Agent, the GFC CMLS, without further notice, shall suspend all services to the Listing Broker/Agent until the deficiency has been corrected.

Attachment D – Participant Agreement (Application)
GREATER FAIRFIELD COUNTY CMLS
PARTICIPANT AGREEMENT

THIS AGREEMENT is made and entered into by and between Greater Fairfield County CMLS, Inc. ("GFC CMLS") and _____ ("Participant")
(Name of Designated REALTOR)

For: _____
(Name of Real Estate Firm)

RECITALS

Greater Fairfield County CMLS has been organized to provide on-line multiple listing for REALTORS in Connecticut, (the "MLS Services"). GFC CMLS has contracted with a third party vendor to provide such MLS Services to Participant and to duly licensed real estate agents ("Affiliated Sales Agents/Subscribers") and administrative assistants ("Users") affiliated with Participant.

Participant wishes to subscribe to the GFC CMLS Services.

I. Definitions. Except as otherwise provided herein, the capitalized terms used in this agreement shall have the meanings set forth in the Greater Fairfield County CMLS Rules and Regulations, a copy of which is available at www.ct-mls.com.

II. Election to Participate.

A. Subscription, Basic Fees: Participant hereby elects to subscribe to the MLS Services and agrees to pay the following fees during the term of this Agreement: One (1) Subscription Fee for the Participant plus each Affiliated Sales Agent in the amount set forth in Schedule A copy of which is available at www.ct-mls.com, as the same may be amended from time to time by Greater Fairfield County CMLS, provided, however, that notwithstanding the foregoing, (i) with the prior consent of GFC CMLS, at the option of Participant, GFC CMLS shall accept individual checks from Affiliated Sales Agents as payment of such Affiliated Sales Agents' Subscription Fees and (ii) the failure of any Affiliated Sales Agent(s) to make payment of such Subscription Fee(s) shall constitute a breach by Participant of this Agreement and the GFC CMLS Rules and Regulations. NOTE: Each licensed real estate agent (including, without limitation, brokers and managers) affiliated with a Participant in any office located within the geographic area served by GFC CMLS must become and continue to be a Subscriber for the MLS Services, by entering into a Subscriber Agreement with GFC CMLS, unless such Affiliated Sales Agent has obtained a waiver as provided in the GFC CMLS Rules and Regulations.

B. Changes in Service: Participant shall:

- (1) Notify the "GFC CMLS" within ten (10) days of the opening of any new office within the geographic area served by Greater Fairfield County CMLS or the closing of any such existing office.
- (2) Notify the "GFC CMLS" within ten (10) days upon the beginning or termination of any licensed real estate sales agent's affiliation with Participant.

(3) Upon the GFC CMLS's written request complete and forward to the "GFC CMLS" the "Certification to the Greater Fairfield County CMLS, Inc.", a copy of which is attached as Exhibit #2.

C. Membership in GFC CMLS: Participant acknowledges and agrees that by entering into this Agreement, it becomes a member of Greater Fairfield County CMLS, a Connecticut nonstock nonprofit corporation, and that Participant's membership in GFC CMLS shall continue during the term of this Agreement unless such membership is otherwise terminated in accordance with the Certificate of Incorporation, Bylaws or Rules and Regulations of Greater Fairfield County CMLS.

III. Services and Compensation.

- A. **MLS Services:** Participant listed in the "Certification to the Greater Fairfield County CMLS, Inc." attached hereto and for the benefit of the Participant and Affiliated Sales Agents who are identified by office location in said "Certification to the Greater Fairfield County CMLS, Inc."
- B. **Participant Fees (Company Startup Fee):** Participant shall pay a one-time Participant Fee in the amount set forth in Schedule A attached hereto to Greater Fairfield County CMLS upon execution of this Agreement.
- C. **Subscription Fees:** (a) Subject to Section II, A, of this Agreement, Participant shall pay Greater Fairfield County CMLS Subscription Fees on behalf of the Participant and all Affiliated Sales Agents in equal quarterly installments in advance on or before the fifteenth day of the month preceding January, April, July and October of each year at the rate set forth in Schedule A, as the same may be adjusted from time to time by GFC CMLS. All such adjustments shall be announced by GFC CMLS at least fifteen (15) days before such adjustments become effective. Invoices for installments of Subscription Fees shall be issued at least forty five (45) days prior to the first day of each January, April, July and October, as the case may be. If an Affiliated Sales Agent begins to receive the MLS Services during a quarterly period, a prorated Subscription Fee shall be due and payable for the remainder of the then-current quarter. Any such prorated Subscription Fee shall be due in full at the commencement of the MLS Services.
- D. **Remedies:** In addition to all other rights, remedies and sanctions provided in this Agreement, the Greater Fairfield County CMLS Rules and Regulations and otherwise under Connecticut Law, GFC CMLS may terminate all or any portion of MLS Services to Participant and all of its Affiliated Sales Agents and Users if all Participant and Subscriber Fees due hereunder are not paid when due.

IV. Subscribers' "User Types." The various levels of On-Line System Services available to Participant and its Affiliated Sales Agents and Users are set forth as Schedule B, with each level identified by "User Type". Upon the Affiliated Sales Agent's or User's proper completion of a "Greater Fairfield County CMLS Subscriber Agreement" or "User Agreement", copies of which is available at www.ct-mls.com, GFC CMLS will assign to each of Participant's Affiliated Sales Agents and Users one access code permitting access to a particular level of service based upon such Affiliated Sales Agent's or User's "User Type" as designated by Participant on Schedule B.

- V. Term: Termination.** This Agreement shall become effective upon its execution and shall continue through December 31 of the current calendar year, whereupon it shall automatically renew for successive periods of one (1) year each until terminated as herein provided. Charges for MLS services shall commence at the time(s) set forth in Section III of this Agreement. Either party may terminate this Agreement as of the end of any calendar month upon written notice with or without cause, except that no such termination shall relieve either party of any obligations accrued before such termination, and shall not entitle Participant to any refund or proration of fees.
- VI. Taxes.** In addition to all other payments stated in this Agreement, Participant shall pay or reimburse Greater Fairfield County CMLS for all Sales and Use taxes assessed on services or products provided to it under this Agreement.
- VII. Data Loading.** GFC CMLS encourages the Participant to load its own listings. For Participants and their Affiliated Sales Agents who so desire, GFC CMLS staff shall enter Participant's new and changed listing data within two (2) working days of receipt by GFC CMLS of a completed Listing Data Input Form together with the fee, as set forth in Schedule A.
- VIII. Participant's Indemnity.** Participant shall indemnify, defend, and hold harmless Greater Fairfield County CMLS and its officers, directors, employees and agents against any and all claims, actions, damages and expenses, including reasonable attorney's fees and court costs; (a) arising from the violation of any of the terms and conditions of this Agreement by Participant; (b) arising out of errors or omissions with respect to listing information, regardless of whether GFC CMLS, Participant or any of its Affiliated Sales Agents or Users loaded such information; and (c) arising out of any claims brought or alleged by Participant, any of its Affiliated Sales Agents, Users or third parties involving proprietary rights to the data and other information provided to Participant or its Affiliated Sales Agents and Users by GFC CMLS under this Agreement.
- IX. Limitation.** In no event shall Greater Fairfield County CMLS or its vendor(s) be liable to Participant, its Affiliated Sales Agents, Users or any other party for indirect, incidental or consequential damages with respect to any MLS Services.
- X. Warranty.** Greater Fairfield County CMLS hereby assigns to Participant all vendor warranties received by GFC CMLS with respect to MLS Services provided hereunder. Such warranties are provided in lieu of all other warranties, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
- XI. Attorney's Fees.** In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other reasonable costs, attorney's fees, and other related expenses resulting from such litigation.
- XII. Rules and Regulations.** Participant hereby agrees to abide by the Greater Fairfield County CMLS Rules and Regulations, a copy of which is available at www.ct-mls.com. The GFC CMLS Rules and Regulations as may be amended from time to time are hereby incorporated into this Agreement.

XIII. Arbitration. All claims and disputes between Participant and Greater Fairfield County CMLS arising under this Agreement or otherwise related to operation of the GFC CMLS System other than an action to collect fees due from Participant shall be submitted to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and applicable provisions of the Connecticut General Statutes, in Norwalk, Connecticut.

Participant's Billing Address is: _____

Office telephone: _____ Office fax number: _____

Email Address: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date last set forth below, and the Participant hereby certifies that it is a member in good standing of the Board or Association of Realtors.

GREATER FAIRFIELD COUNTY CMLS, Inc.

BY: _____ Date: _____
Donald A. Hull, Its: President

PARTICIPANT (please sign your name below and print your name and title underneath)

BY: _____ Date: _____

Its: _____

Attachment E – Subscriber Agreement (Application)

GREATER FAIRFIELD COUNTY CMLS SUBSCRIBER AGREEMENT

THIS AGREEMENT is made and entered into by and among the Greater Fairfield County CMLS, INC, ("GFC CMLS"), _____ ("Subscriber) and _____ (Name of Affiliated Subscribing Sales Agent), _____, Participant (Name of Designated REALTOR), _____, (Name of Real Estate Firm)

RECITALS

Greater Fairfield County CMLS ("GFC CMLS") has been organized to provide on-line multiple listing services for REALTORS in Connecticut. GFC CMLS has contracted with a third party vendor, Fidelity National Information Services a Delaware corporation ("FNIS"), to provide such services and products.

Subscriber wishes to subscribe to the services and products described below through such Subscriber's broker. For the purposes of this Agreement, Subscriber's broker is called the "Participant".

- a) **Definitions.** Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the meaning set forth in the GFC CMLS Rules and Regulations, a copy of which is available at www.ct-mls.com.
- b) **Services.** (collectively "MLS Services") Basic On-line MLS Services. Subscriber hereby subscribes to the "GFC CMLS" On-line MLS Service.
- c) **Fees.** Subscriber shall pay fees (collectively, the "Subscriber's MLS Service Fees") for MLS Services in equal quarterly installments in advance on or before the fifteenth (15th) day of the month preceding January, April, July and October of each year at the rate set forth on Schedule B (GFC CMLS Service Fees), as the same may be adjusted from time to time by GFC CMLS. All such adjustments will be announced by GFC CMLS at least (15) days before the adjustments become effective. Invoices for installments of Subscriber's Subscription Fees shall be issued at least thirty (30) days prior to the first day of each January, April, July and October, as the case may be. Any Subscriber's Subscription Fee which is due and payable hereunder shall be paid by Subscriber to Participant for payment on Subscriber's behalf to GFC CMLS; provided, **however**, that, with the prior consent of GFC CMLS, Subscriber may, at Participant's option, pay such Subscriber's Subscription Fee directly to GFC CMLS. If a Subscriber begins to receive MLS Services during a quarterly period, a prorated Subscriber's Fee shall be due and payable for the remainder of the then current quarter. Any such prorated Subscriber's Subscription Fee shall be due in full at the commencement of the MLS Services.
- d) **Remedies.** In addition to all remedies and sanctions provided in this Agreement and the GFC CMLS Rules and Regulations, Subscriber's MLS Services shall be terminated if all fees are not paid when due to GFC CMLS by Subscriber or by Participant on behalf of Subscriber.
- e) **Termination.** This Agreement shall become effective upon its execution and shall continue through December 31 of the current calendar year, whereupon it shall automatically renew for successive periods of one (1) year each until terminated as herein provided. Any party may terminate this Agreement as of the end of any calendar month upon written notice with or without cause, except that no such termination shall relieve any party of any obligations accrued before such termination and shall not entitle Subscriber to any refund or proration of fees. This Agreement shall terminate automatically upon termination of the Participant Agreement between GFC CMLS

and Participant, or upon the submission of a new Subscriber Agreement with a different Participant pursuant to a Subscriber Transfer in accordance with Greater Fairfield County CMLS Rules and Regulations. Subscriber acknowledges that he/she is not eligible to obtain MLS services directly, but only through and in conjunction with a Participant who is a member of GFC CMLS.

- f) **Subscriber's Indemnity.** Participant shall indemnify, defend, and hold harmless Greater Fairfield County CMLS against any and all claims, actions, damages, and expenses, including reasonable attorney's fees and court costs, (a) arising from the violation of any of the terms and conditions of this Agreement by Subscriber; (b) arising out of errors or omissions with respect to listing information; regardless of whether GFC CMLS, Subscriber or Participant loaded such information; and (c) arising out of any claims brought or alleged by Participant, Subscriber or third parties involving proprietary rights to the data and other information provided to Subscriber by GFC CMLS under this Agreement.
- g) **Limitation.** In no event shall GFC CMLS or FNIS be liable to Subscriber or any other party for indirect, incidental or consequential damages with respect to any MLS Services.
- h) **Warranty** GFC CMLS hereby assigns to Subscriber all FNIS warranties received by GFC CMLS with respect to MLS Services provided hereunder. Such warranties are provided in lieu of all other warranties, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
- i) **Attorney's Fees.** In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable costs, attorney's fees, and other related expenses resulting from such litigation.
- j) **Taxes.** In addition to all other payments stated in this Agreement, Subscriber shall pay or reimburse GFC CMLS for all Sales and Use taxes assessed on services or products provided under this Agreement.
- k) **Arbitration.** All claims and disputes between Subscriber and GFC CMLS arising under this Agreement or otherwise related to operation of the GFC CMLS System other than an action to collect fees due from Subscriber shall be submitted to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and applicable provisions of the Connecticut General Statutes, in Norwalk, Connecticut.
- l) **Rules and Regulations.** Subscriber hereby agrees to abide by GFC CMLS Rules and Regulations, a copy of which has been provided to Participant. The GFC CMLS Rules and Regulations, as they may be amended from time to time, are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

Greater Fairfield County CMLS, INC.

By: _____ Date: _____
Donald A. Hull, its: President

SUBSCRIBER

Subscriber's Name: _____
(Please print your name)

Subscriber's Signature: _____ Date: _____

New Subscriber Subscriber Transfer Agent ID is: _____

Phone Number: _____

Email address: _____

Subscriber's Local Board/Association Affiliation: _____

PARTICIPANT

Participant hereby certifies that Subscriber is a duly licensed real estate sales agent conducting business under the supervision of Participant. Participant further instructs GFC CMLS to assign Subscriber the following "Member Type":

_____ **"Member Type" Codes**
2. Agent Modify
3. Agent No Modify
5. Appraiser
10. Manager

Office Name: _____ Office ID is: _____

Participant: _____
(Please print your name)

By: _____ Date: _____
(Participant's signature)

Its: _____
(Participant's title)

Participant's Local Board/Association Affiliation: _____

Attachment F – User Agreement (Application)

New Administrative Assistant Replacing an Administrative Assistant MLS ID _____

GREATER FAIRFIELD COUNTY CMLS **ADMINISTRATIVE ASSISTANT & USER AGREEMENT**

THIS AGREEMENT is made and entered into by and among GREATER FAIRFIELD COUNTY CMLS, INC., ("GFC CMLS"), _____

(Name of Administrative Assistant)

and _____ Participant.

(Name of Real Estate Firm)

(Name of Designated Realtor)

RECITALS

GFC CMLS has been organized to provide on-line multiple listing services for REALTORS® in Connecticut. GFC CMLS has contracted with a third party vendor, Fidelity National Information Services a Delaware corporation ("FNIS"), to provide such services and products.

Administrative Assistant wishes to subscribe for the services and products described below on behalf of the Administrative Assistant's broker. For the purposes of this Agreement, Administrator's broker is called the "Participant".

- a) **Definitions.** Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the meaning set forth in the GFC CMLS Rules and Regulations, a copy of which is available at www.ct-mls.com.
- b) **Services.** Basic On-line MLS Services. Administrative Assistant is hereby granted access to the "GFC CMLS" On-line MLS Service for the sole purpose of assisting the Participant in the management of the Participant's business.
- c) **Fees.** There shall be no fee for an Administrative Assistant who is not actively engaged in the activities related to the sale or appraisal of residential real estate that require license or certification.
- d) **Term: Termination.** This Agreement shall become effective upon its execution and shall continue through December 31 of the current calendar year, whereupon it shall automatically renew for successive periods of one (1) year each until terminated as herein provided. Any party may terminate this Agreement as of the end of any calendar month upon written notice with or without cause, except that no such termination shall relieve any party of any obligations accrued before such termination. This Agreement shall terminate automatically upon termination of the Participant Agreement between GFC CMLS and Participant, or upon the submission of a new Administrative Assistant Agreement with a different Participant. Administrative Assistant acknowledges that he/she is not eligible to obtain MLS services directly, but only through and in conjunction with a Participant who is a member of GFC CMLS.
- e) **Participant's Indemnity.** Participant shall indemnify, defend, and hold harmless GFC CMLS against any and all claims, actions, damages, and expenses, including reasonable attorney's fees and court costs, (a) arising from the violation of any of the terms and conditions of this Agreement by Administrative Assistant; (b) arising out of errors or omissions with respect to listing information; regardless of whether GFC CMLS, Administrative Assistant, Subscriber or Participant loaded such information; and (c) arising out of any claims brought or alleged by Participant, Administrative Assistant, Subscriber or third parties involving proprietary rights to the data and other information provided by GFC CMLS under this Agreement.

- f) **Limitation.** In no event shall GFC CMLS or FNIS be liable to Administrative Assistant or any other party for indirect, incidental or consequential damages with respect to any MLS Services.
- g) **Warranty.** GFC CMLS hereby assigns to Administrative Assistant all FNIS warranties received by GFC CMLS with respect to MLS Services provided hereunder. Such warranties are provided in lieu of all other warranties, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
- h) **Attorney's Fees.** In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other reasonable costs, attorney's fees, and other related expenses resulting from such litigation.
- i) **Arbitration.** All claims and disputes between Administrative Assistant and GFC CMLS arising under this Agreement or otherwise related to operation of the GFC CMLS System shall be submitted to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and applicable provisions of the Connecticut General Statutes, in Norwalk, Connecticut.
- j) **Rules and Regulations.** Administrative Assistant hereby agrees to abide by GFC CMLS Rules and Regulations, a copy of which has been provided to Participant and can be found at www.ct-mls.com. The GFC CMLS Rules and Regulations, as they may be amended from time to time, are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

GREATER FAIRFIELD COUNTY CMLS, INC.

By: _____ Date: _____
Donald A. Hull, its: President

ADMINISTRATIVE ASSISTANT

Administrative Assistant hereby certifies that I am not actively engaged in the sale or appraisal of residential real estate and will only make use of the service to assist the firm signing this agreement. I understand that any use of the GFC CMLS system for my own personal gain will result in immediate suspension from the GFC CMLS and both my broker and I will be fined in accordance with GFC CMLS Rules and Regulations.

Administrative Assistant's Name: _____
 (Please print your name)

Administrative Assistant's Signature: _____ Date: _____

MLS ID (leave blank if new subscriber): _____

Email address: _____

PARTICIPANT

Participant hereby certifies that Subscriber is administrative personnel only and will not be conducting real estate business under the supervision of Participant.

I certify _____ will not engage in any of the following activities.

| | |
|---|--|
| Hold a Real Estate or Appraiser License | Negotiate or agree to any commission, commission split or referral fee on behalf of a licensee. |
| Host open houses, kiosks, home show booths or fairs, or handout materials at such functions. | Place calls that would require a license such as cold calls, solicit listings, contacting expired listings or for sale by owners, or extending invitations to open houses. |
| Show property. | Attend inspections or pre-closing walk-through unless accompanied by licensee. |
| Answer any questions from consumers on listing, title, financing, closing, etc. | The unlicensed assistant is not a decision maker; rather, shall take all direction from supervising licensee. |
| Contact cooperative brokers, whether in person or otherwise, regarding any negotiations or open transactions. | Discuss or explain a contract, offer to purchase, agreement, listing, or other real estate document with anyone outside the firm. |
| Be paid on the basis of commission, or any amount based on listings, sales, etc. | |

Participant: _____
 (Please print your name)

By: _____ Date: _____
 (Participant's signature)

Its: _____
 (Participant's title)

Participant's Local Board/Association Affiliation: _____

Attachment G – Team Registration

GREATER FAIRFIELD COUNTY CMLS TEAM REGISTRATION FORM

PLEASE NOTE: Article 2, Section 2.1, Paragraph d, of the GFC CMLS Rules and Regulations requires that all Teams must be properly registered with and authorized by the GFC CMLS. Such registration shall be on a form provided by the Service and include the names of **all persons** associated with the Team.

Please complete the form below with the following information and fax it to Janis at the GFC CMLS 203-840-6678. Please feel free to contact the office with any questions. Thank you.

Team Name as it is to appear on the MLS _____

Office Name & Town: _____

Phone Number to appear next to Team Name: _____

Email Address for Team: _____

Password for Team: _____
(Min. of 6 letters or numbers or combo)

Use Existing MLS ID of _____

Create New Team ID
(Dues are half Price)

Please list all Persons associated on the team (both agents and administrative) along with each Agents MLS ID (Log on)

Primary Team Contact: _____

Owner/Broker or Manager's Signature: _____ Date: _____

Reference H – Listing Statuses Defined

“Market Code A” (Listing Statuses for properties that are **Actively Available** for sale or lease)

ACTIVE – any listing that is currently available for sale or lease that is not in a “New”, “Back on Market,” “Continue to Show”, “Hubbard,” “Raised,” or “Reduced” status.

NEW – a listing that has been entered into the MLS System within the last five calendar days.

BACK ON MARKET - a listing that had been an Off Market status, but has come back on the market within the last five calendar days.

CONTINUE TO SHOW – a listing that has **ANY** form of written sale/lease agreement, which documents a meeting of the minds and is signed by both the buyer/tenant and the seller/landlord, but that the seller(s) and listing agent have agreed should still be available for showings to other perspective buyers/tenants. A “CTS” listing will “Expire” when it reaches its Expiration Date or will automatically change to a PENDING status 31 days after being changed to CTS if it has not previously Expired.

HUBBARD - a listing that has a written sale agreement, which documents a meeting of the minds and is signed by both the buyer and the seller, which includes terms and conditions that allow the seller to accept other offers on the property until the buyer(s) sell their current home or the buyers elect to forego their rights under the Hubbard Clause.

RAISED – a listing on which the listed price has been raised in the last five days.

REDUCED - a listing on which the listed price has been reduced in the last five days.

“Market Code O” (Listing Statuses for properties that are **“Off Market”** or not currently **Actively Available** for sale or lease)

CANCELLED – a listing which both the seller(s) and the listing broker have signed a written agreement, legally documenting their mutual agreement terminating an existing listing contract that has not reached its expiration date. The Cancellation agreement severs their obligations to each other. A property subject to a Cancelled listing **IS FREE** to be listed by other agents.

EXPIRED – a listing that is no longer in effect because it has passed its expiration date.

PENDING - a listing that has **ANY** form of written sale/lease agreement, which documents a meeting of the minds and is signed by both the buyer/tenant and the seller/landlord. A listing in a “PEND” status will not expire when it reaches its Expiration Date.

RENTED – a Rental listing that has caused the successful rental or leasing the property.

SOLD – a listing that has caused the successful sale of the subject property.

WITHDRAWN – a listing that is still the subject of a valid listing agreement and would otherwise be available for sale, but is not being actively marketed on the MLS at the current time. A property subject to a Withdrawn listing **IS NOT FREE** to be listed by other agents.

Reference I - Listing Data Monitoring Policies and Procedures

To maintain and enhance the integrity and value of the MLS System the Service has adopted a policy of closely monitoring the following Listing elements (which may be expanded or changed from time to time) for compliance with the Rules and Regulations:

- 1. Check For Incorrect Property ID Number:** (Authority for this **First Tier** violation is Rule Section 6.30) Each Single Family, Condominium, Multi Family, Land or Commercial Investment for sale listing entered into the GFC CMLS system should contain a Property ID Number or PIN that matches the PIN contained in the property's tax record in the GFC CMLS system. In instances, such as a recently subdivided property; for listings in towns outside of Fairfield, Litchfield and New Haven Counties which are not included in our tax records; or when the GFC CMLS System does not contain a valid tax record for a given property the PIN 999999999 (9 nines) may be used.
- 2. Check For Lack of or Incorrectly Stated Buyers Agent Compensation:** (Authority for this **Third Tier** violation is Rule Sections 5.1) Each Listing filed with the System must offer compensation and cooperation to Participants. The Listing Broker/Agent shall specify on each Listing Filed with the System, the compensation offered to other Participants for their services in the sale of such Listing. The essential and appropriate requirement is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the Listing Broker/Agent in writing in advance. The compensation specified on Listings published by the Service shall be shown in one of the following forms: (a) as a percentage of the gross selling price; (b) as a definite dollar amount; or (c) as a number, or fractional number, of monthly rent to be paid in a rental listing. The Listing Broker/Agent may, from time to time, prospectively adjust the compensation offered to other Participants for their services with respect to any Listing by Filing a Change of Status with the Service reflecting such adjustment. No such adjustment shall affect a claim for compensation by a Cooperating Broker for services rendered before the adjustment was Filed with the Service.
- 3. Check For Timely Listing Entry:** (Authority for this **Second Tier** violation is Section 6.12) Unless exempted pursuant to Section 6.13, All listings of single family homes, condominiums, multi-family homes or land for sale or exchange, located within the GFC CMLS Primary "Service Area" shall be input into the MLS System within two (2) Business Days after all necessary signatures of Seller(s) and Participant, or his/her authorized agent, have been obtained.
- 4. Check For Active Listings Duplicated by Multiple Brokers:** (Authority for this **Fourth Tier** violation is Section 6.2) The Listing Broker/Agent shall take reasonable steps to determine that to the Listing Broker/Agent's knowledge, other than Listings currently in a Sold, Rented, Cancelled or Expired Status, no other person or entity has Filed, or has the right to File, a Listing, with respect to the property identified in the Listing. Consistent with that representation, a broker may not (except only in the limited circumstances contemplated in Section 6.2.1) File a Listing with the Service for a property that is the subject of a current Listing Agreement with another broker.
- 5. Check For Unrealistically Close Listing Date and Deposit Validity:** (Authority for this **Second Tier** violation is Section 4.2) The Service will not accept the Filing of a Listing: (a) unless at the time it is Filed the property is freely available to offers from cooperating brokers, or (b) strictly for the purpose enhancing the Listing Broker/Agent's "Market Share" statistics or providing comparable sale information.
- 6. Check For Suspected Unauthorized Listing Cancellation and Relisting:** (Authority for this **Fourth Tier** violation is Section 6.2) The Service will not accept the Filing of a Listing that is based on the authority of a Listing Agreement for which a Listing had been previously Filed with

the Service and subsequently expired or cancelled.

7. **Check For Listings Expiring in Seven Days:** (courtesy reminder) As a member service, the GFC CMLS will provide the Listing Broker/Agent with an emailed courtesy reminder when a Listing is scheduled to expire in seven days.
8. **Check For Pending Listings That Have Passed Their Proposed Closing Date:** (Authority for this **First Tier** violation is Section 6.30) The “Proposed Closing Date” entered when the Listing’s status was changed to either CTS or Pending passed seven (7) days ago and the Listing’s status has not yet been changed to Sold, Cancelled or Expired, or if the Pending transaction has failed, the Listing’s status has not been changed to bring it back on the market.
9. **Check For the Timely Reporting of Sold Listings:** (Authority for this **Third Tier** violation is Section 7.10) Although this Listing’s status has not been reported as sold in the MLS System, it has been reported as recently being sold in the MLS Public Records system. While it is possible the property sold after this listing expired, it is also possible the property sold without the listing agent’s knowledge. If the Listing was responsible for the sale please report it properly in the MLS System. Otherwise please call the MLS office.
10. **Check For Unrealistic Sale and Rent Prices:** (Authority for this **First Tier** violation is Section 6.30) The Sale or Rental Price varies significantly from the Listing Price. We suspect this Listing’s reported sale or rental price may be incorrect as it is not within 25% of its listing price. Often this occurs due to a typing error causing the sale price to have one too many/few digits or transposed numbers. Because this is a closed listing only the MLS can make changes to the sales price. To avoid being fined please notify the MLS within five (5) business days of this notice to advise whether the sale or rental price is correct.
11. **Check Acreage Validity (both Courtesy Reminder and Violation):** (Authority for this **First Tier** violation is Section 6.30) Each time a Single Family, Multi-Family or Land listing is entered or changed our DataChecker program automatically checks to see if the number of acres in the listing is the same as in our public records database. If our DataChecker program finds that the number of acres in the listing varies from our system’s public record data by more than 25% but less than 50% a Courtesy Reminder is sent to the Listing Broker/Agent. While this variance is not large enough to be considered a violation or require correction, we wanted to bring it to your attention in case the listing’s acres value is incorrect and therefore should be corrected. However, if our DataChecker program finds that the number of acres in the listing varies by 50% or more or is either less than .05 of an acre or greater than 50 acres. This variance is large enough to be considered a violation and require correction or explanation. Additionally in cases, such as recent subdivisions or properties outside of Fairfield, Litchfield or New Haven Counties, where no record exists for the Listed property in our Public Records System our DataChecker program flags the Listing as a suspected violation if the Acreage appears to be unrealistically large or small.
12. **Check Square Footage Validity (both Courtesy Reminder and Violation):** (Authority for this **First Tier** violation is Section 6.30) Each time a Single Family, Condominium or Multi-Family listing is entered or changed our DataChecker program automatically checks to see if the listing’s Square Footage is similar to the Square Footage in our public records database. If the DataChecker program finds that a listing’s Square Footage varies from our Public Record system’s data by more than 25% but less than 50%, a Courtesy Reminder is sent to the Listing Broker/Agent. While this variance is not large enough to be considered a violation or require correction, we wanted to bring it to your attention in case the listing’s Square Footage value is incorrect and therefore should be corrected. However, if our DataChecker program finds that a listing’s Square Footage varies from our public record data by more than 50% the variance is large enough to be considered a violation and require correction or explanation. Additionally in cases, such as recent subdivisions or

properties outside of Fairfield, Litchfield or New Haven Counties, where no record exists for the Listed property in our Public Records System our DataChecker program flags the Listing as a suspected violation if the Square Footage appears to be unrealistically large or small.

- 13. Check Number of Rooms:** (Authority for this **First Tier** violation is Section 6.30) Each Single Family, Condominium, Multi-Family and Rental listing is expected to have at least one room.
- 14. Check Number of Bedrooms:** (Authority for this **First Tier** violation is Section 6.30) Each Single Family, Condominium, Multi-Family and Rental listing is expected to have at least one bedroom.
- 15. Check Number of Bathrooms:** (Authority for this **First Tier** violation is Rule Section 6.30) Each Single Family, Condominium, Multi-Family and Rental listing is expected to have at least one full bathroom.
- 16. Check For Accurate Year Built** (both existing and new construction): (Authority for this **First Tier** violation is Section 6.30) Each time a Single Family, Condominium or Multi-Family listing is entered or changed our DataChecker program automatically checks to see if the Year Built in the listing is the same as in our public records database.
- 17. Check For Mil Rate Format:** (Authority for this **First Tier** violation is Section 6.30) By definition a Mil Rate is the dollar amount a tax payer is charged for each thousand dollars of assessed value. As such the Mil Rate must be stated as a dollar & cents value. The correct format for Mil Rate should read as *##.##* and should not include a \$. For example a property in a town with a Mil Rate of 23.95 mils should be entered into the system as 23.95 not .2395 or \$23.95.
- 18. Check For Accurate Tax Assessment (both Courtesy Reminder and Violation):** (Authority for this **First Tier** violation is Rule Section 6.30) Each time a Single Family, Condominium, Multi-Family or Land listing is entered or changed our DataChecker program automatically checks to see if the listing's Tax Assessment is similar to the Tax Assessment in our public records database. If the DataChecker program finds that a listing's Tax Assessment varies from our Public Record system's data by more than 25% but less than 50% a Courtesy Reminder is sent to the Listing Broker/Agent. While this variance is not large enough to be considered a violation or require correction, we wanted to bring it to your attention in case the listing's Tax Assessment value is incorrect and therefore should be corrected. However, if our DataChecker program finds that a listing's Tax Assessment varies from our public record data by more than 50%, the variance is large enough to be considered a violation and require correction or explanation. Additionally in cases, such as recent subdivisions or properties outside of Fairfield, Litchfield or New Haven Counties, where no record exists for the Listed property in our Public Records System our DataChecker program compares the ratio between the Listing price and the Listing's Tax Assessment and flags it as a suspected violation if the Tax Assessment appears to be unrealistically large or small.
- 19. Check For Accurate Property Tax (both Courtesy Reminder and Violation):** (Authority for this **First Tier** violation is Section 6.30) Each time a Single Family, Condominium, Multi-Family or Land listing is entered or changed our DataChecker program automatically checks to see if the listing's Property Taxes is similar to the Property Taxes in our public records database. If the DataChecker program finds that a listing's Property Taxes varies from our Public Record system's data by more than 25% but less than 50% a Courtesy Reminder is sent to the Listing Broker/Agent. While this variance is not large enough to be considered a violation or require correction, we wanted to bring it to your attention in case the listing's Property Tax value is incorrect and therefore should be corrected. However, if our DataChecker program finds that a listing's Property Tax varies from our public record data by more than 50%, the variance is large enough to be considered a violation and require correction or explanation. Additionally in cases, such as recent

subdivisions or properties outside of Fairfield, Litchfield or New Haven Counties, where no record exists for the Listed property in our Public Records System our DataChecker program compares the ratio between the Listing price and the Listing's Property Tax and flags it as a suspected violation if the Property Tax appears to be unrealistically large or small.

- 20. Check Town/City For Validity:** (Authority for this **First Tier** violation is Section 6.30) Each time a listing is entered or changed our DataChecker program automatically checks to see if the listing's Town matches the Town in our public records database.
- 21. Check Zip Code For Validity:** (Authority for this **First Tier** violation is Section 6.30) Each time a listing is entered or changed our DataChecker program automatically checks to see if the listing's Zip Code matches the Zip Code in our public records database.
- 22. Check Mapping Geo Code For Validity:** (Authority for this **First Tier** violation is Section 6.30) Each time a listing is entered or changed our DataChecker program automatically checks to see if the listing's Geo Code is placing the listing in the proper location on the MLS System's maps.
- 23. Check For Timely Photo Entry (both Courtesy Reminder and Violation):** (Authority for this **First Tier** violation is Section 6.31) Each Single Family, Condominium, Multi-Family, Land or Commercial Real Estate listing for Sale or Lease except those that are either under construction or proposed new construction must contain a photograph of the listed property within five (5) days of the date on which the listing is entered into the MLS System. If a listing does not contain a photo within three (3) days the DataChecker program will automatically email a courtesy reminder to the Listing Broker/Agent. Fines will be issued if on the fifth (5) day the listing still does not contain a photo.
- 24. Check Street Name For Restricted Words:** (Authority for this **First Tier** violation is Section 6.30) The listing's street name does not match the street name in our Public Records System or it contains incorrect, extraneous or redundant information, which may jeopardize its ability to be found by an address based search, for example "123 Main St, St" "123 Main Street, St" or "Withheld."
- 25. Check Virtual Tours & Photos For Restricted Words:** (Authority for this **First Tier** violation is Section 6.30) Information in Listing Photographs and Virtual Tours is restricted to information that describes the property, its amenities and the neighborhood. Information that may be construed to be promoting, marketing or offering services such as, but not limited to, home inspections, mortgage services, relocation services, a builder/developer or the Listing Broker/Agent, him/herself, is specifically disallowed.
- 26. Check for Restricted Words in the Remarks, Internet Remarks, Addendum, Description/Layout, Directions and Showing Instructions fields:** (Authority for this **First Tier** violation is Section 6.30) Each Listing data field that allows for the entry of free-form text will be closely monitored for suspected violations of the following policy. Information allowed in listing reports, on photographs or contained in Virtual Tours is restricted to information that describes the property, its amenities and the neighborhood. Information that may be construed to be identifying marketing or offering services such as, but not limited to, home inspections, mortgage services or the Listing Broker/Agent, him/herself, is specifically disallowed. Information that identifies the Listing Broker/Agent, his or her Participant or Property Owner is restricted to the "Showing Instructions" field and other fields specifically provided for Property Owner, Agent and Broker identification. Additionally, sensitive information such as, but not limited to, keybox combinations and home security system access codes shall not be included in the GFC CMLS database or published in any printed or online report. Further, no information shall be entered into the GFC CMLS database, which would violate any municipal, state or federal order, ruling or statute or Fair Housing policy.