

RMLS™ until sold, withdrawn or expired, and shall not be renewed or extended by RMLS™ beyond the termination date of the listing agreement in effect when the suspension or expulsion became effective. If a Participant has been suspended or expelled from a Board or Association of REALTORS® or RMLS™ (or both) for failure to pay appropriate dues, fees, or charges, RMLS™ is not obliged to provide services, including continued inclusion of the suspended or expelled Participant's listings in the MLS System. Prior to any removal of a suspended or expelled Participant's listing from RMLS™, the suspended or expelled Participant shall be advised in writing by RMLS™ of the intended removal so that the Participant may advise its clients.

3.20 Listings of Resigned Participants. When a Participant resigns from RMLS™, RMLS™ shall discontinue publishing of such Participant's listings after written notice.

3.21 RMLS™ Lockbox System. RMLS™ shall provide a lockbox system to active subscribers legally eligible for RMLS™ access for the purpose of legitimate real estate business subject to their execution of a user agreement. This agreement shall provide that lockbox access devices may not be used under any circumstances by anyone other than the lockbox system user. The only exception is where the Listing Broker provides a code to a specific user. The lockbox system shall be provided by a recognized lockbox vendor and it shall comply with current NAR® security requirements.

3.22 Fair Housing. RMLS™, its Participants and Subscribers support and will comply in all respects with all federal, state, and local fair housing laws, including, without limitation, the Federal Fair Housing Amendments Act of 1988 which prohibits, among other things, discrimination in real estate transactions based upon race, sex, color, religion, handicap, familial status or national origin. State of Oregon law prohibits discrimination based on marital status and source of income.

3.23 Limited Representation Listings. Limited Representation listings are listing agreements under which the listing broker will **NOT** provide one, or more, of the following services:

- a. accept and present to the Owner(s) offers to purchase procured by Cooperating Brokers but instead give Cooperating Brokers authority to present offers to purchase directly to the Owner(s)
- b. advise the Owner(s) as to the merits of offers to purchase
- c. assist the Owner(s) in developing, communicating, or presenting counter-offers
- d. participate on the Owner's(s') behalf in negotiations leading to the sale of the listed property

Limited representation listings must be identified by entering the designation "LR" in the RMLS™ System, so potential Cooperating Brokers will be aware of the extent of the services the Listing Broker will provide to the Owner(s), and any potential for Cooperating Brokers being asked to provide some or all of these services to the Listing Brokers' clients, prior to initiating efforts to show or sell the property. This section does not apply to the Commercial Lease category.

3.24 Personal Promotion and Contact Information in Public Remarks and on Photos Prohibited.

Listings submitted to RMLS™ may be used to provide information pertinent to the listed property only and may not be used to provide broker, seller or lessor contact information, or to advertise a subscriber's services to the public by way of direct or indirect advertising or "branding" of the listing data (through linking or otherwise), including photograph(s). This rule does not prohibit the incidental inclusion of yard signs in photographs. "Virtual tours" and "Video Tours" may not include "branding" or personal advertising in the body of the tour. RMLS™ may remove personal promotion from public remarks or photo(s) with personal promotion.

RMLS™ Board of Directors by filing a written appeal within twenty (20) days following receipt of the Hearings Panel’s decision. Decisions of the Hearings Panel shall be automatically reviewed by the RMLS™ Board of Directors, which may ratify the decision of the Hearings Panel, or, in the alternative, may reduce or eliminate (but not increase) any sanctions imposed by the Hearings Panel.

- 4.3 **Complaints of Unethical Conduct.** All other complaints of unethical conduct shall be referred by the Board of Directors of RMLS™ to the appropriate Board or Association of REALTORS® for action in accordance with procedures outlined in such Board's or Association's Bylaws. Shareholders should assist each other in the endeavor to ensure the greatest degree of compliance possible.

SECTION 5: SANCTIONS FOR VIOLATIONS

- 5.1 **Sanctions.** Failure to comply with the Rules and Regulations of RMLS™ may result in action taken as described in Section 4.2 above. In addition to any other rights and remedies of RMLS™ or other affected parties, the following specific violations carry the potential fines and sanctions listed below. If corrected within seven calendar days of notification, fines for violations with sanctions under \$100.00 are waived.

- a. **New Listings:**
 - Input Over 72 Hours from Effective Date **\$100.00 Fine**
 - Input Over 144 Hours from Effective Date **\$200.00 Fine**
- b. **Extensions:**
 - Input Over 72 Hours from Extension **\$25.00 Fine**
- c. **Pending:**
 - Input Over 72 Hours from Seller's or 3rd Party (for Short Sales) Acceptance **\$100.00 Fine**
 - Input Over 144 Hours from Seller's or 3rd Party (for Short Sales) Acceptance **\$200.00 Fine**
- d. **Accepted Offer with Bumpable Buyer:**
 - Input Over 72 Hours from Seller's Acceptance **\$100.00 Fine**
 - Input Over 144 Hours from Seller's Acceptance **\$200.00 Fine**
- e. **Short Sale Pending:**
 - Input Over 72 Hours from Seller's Acceptance **\$100.00 Fine**
 - Input Over 144 Hours from Seller's Acceptance **\$200.00 Fine**
- f. **Sold or Leased:**
 - Input Over 72 Hours from Effective Date **\$50.00 Fine**
 - Input Over 144 Hours from Effective Date **\$75.00 Fine**
- g. **Incorrect or Missing Information in Required Fields:**
 - Each Incidence **\$25.00 Fine**
- h. **Incorrect Selling Agent/Office Information:** **\$100.00 Fine**
- i. **Back On Market:**
 - Input Over 72 Hours from Status Change **\$25.00 Fine**
- j. **Price Change or Square Footage Change in Commercial Lease category:**
 - Input Over 72 Hours from Price Change **\$25.00 Fine**
- k. **Lockbox Access:** For unauthorized use of RMLS™ lockbox ~~system~~-access device or method, fine of up to Two Thousand Five Hundred Dollars (\$2,500.00) to be established by RMLS™ Rules & Regulations Committee and/or suspension or expulsion from RMLS™.
- l. **PRIVATE ID:** For unauthorized disclosure of Private ID password to RMLS™ System or otherwise providing unauthorized access to RMLS™ System or data to another person, fine of up to Two Thousand Five Hundred Dollars

Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

For the Commercial Lease category only, the commission structure may be provided alternatively in a schedule, which may be expressed other than as a percentage of the aggregate base lease price or a flat dollar amount. If a schedule is used, this will be indicated on the listing and made available to cooperating brokers upon request.

- 6.3 Dual or Variable Rate Commission Agreements.** The existence of a dual or variable rate commission agreement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the Listing Broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the Listing Broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the Listing Broker by a key, code or symbol as required by RMLS™. The Listing Broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to his or her client before the client makes an offer to purchase or lease.
- 6.4 Division of Commission with Non-Members.** RMLS™ shall make no rule on the division of commissions between Participants and non-members. This should remain solely the responsibility of the Listing Broker.
- 6.5 Participant as Principal.** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in property, other listing of which is to be disseminated through the RMLS™, that person shall disclose that interest when the listing is filed with RMLS™ and such information shall be disseminated to all RMLS™ Participants.

SECTION 7: SHOWING PROCEDURES

- 7.1** The appointment for showing of listed property shall be arranged as indicated in the RMLS™ Listing Data Input Form.
- a. A Cooperating Broker or Appraiser may use the lockbox ~~system~~ access device to enter a listing whose status is Active, Bumpable or Short Sale Pending, only in accordance with the instructions on the RMLS™ Listing Data Input Form or in accordance with the express instructions of the Listing Broker or Owner.
 - b. A Cooperating Broker or Appraiser may use the lockbox ~~system~~ access device to enter a listing whose status is other than Active, Bumpable or Short Sale Pending, only with the express permission of the Listing Broker or Owner.
 - c. If the Listing Broker's representative is to accompany a Cooperating Broker on the showing of a listing, that requirement must be included in the RMLS™ Listing Data Input Form and the Listing Broker must have a representative available to accompany the showing at the convenience of the Owner and customer.

- 12.20 A Participant may display advertising and the identification of other entities (“co-branding”) on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.
- 12.21 A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in RMLS™, to identify the source of the listing.
- 12.22 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by RMLS™.

SECTION 13: DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the meaning stated below:

- 13.1 **Buyer Agent.** The broker who represents or has an agreement with a buyer or prospective buyer with respect to a transaction or proposed transaction is a Buyer's Agent.
- 13.2 **Cooperating Broker.** Broker acting as a Buyer Agent (or in other agency or nonagency capacities defined by law), who is selling or leasing the property of a Listing Broker.
- 13.3 **Integrated Tax Services.** A portion of RMLS™ System services providing Participants and Subscribers the ability to access county tax data.
- 13.4 **Listing Broker.** RMLS™ Participant who lists a property for sale or lease.
- 13.5 **Lockbox Access Devices.** SentiCard® ~~and~~ Remote Access Device (RAD) ~~and~~ SentiSmart app.
- 13.6 **Office Service.** Office services provided to a Participant pursuant to this Agreement, including permitting a user with the appropriate access code using certain equipment to access and interface with all functions, features and levels of On-line System Services intended for Participants.
- 13.7 **On-Line System Services.** The services available through RMLSweb Intranet System.
- 13.8 **Owner(s).** The person(s) having legal ownership of the property or the person(s)' authorized agent or person(s) having the legal right to sell or lease the property, except that the owner shall not include a person(s) who merely has the right to purchase the property, but does not yet own it. The preceding sentence shall not prevent RMLS™ from accepting listings from a company providing bona fide relocation services, regardless of whether such company actually goes into title to the property.
- 13.9 **Participant.** The REALTOR® Principal of any firm, partnership or corporation designated by such firm, partnership or corporation, who shall have all rights, benefits and privileges of RMLS™ Office Service Access, and shall accept all obligations to RMLS™ for the Participant's firm, partnership or

RMLS™ Rules and Regulations - Attachment A

Standard Office and Subscriber Fees: Subscribers should check with their broker to determine whether the Standard or Alternate Fee Structure applies for their office.

Office Access Fees	\$100 per month
Subscriber's Basic Service Fee	\$105 per quarter

Alternate Office and Subscriber Fees: Subscribers should check with their broker to determine whether the Standard or Alternate Fee Structure applies for their office.

Office Access Fees	None
Subscriber's Basic Service Fee	\$135 per quarter

SentriLock ~~SentriCard~~®:

SentriLockCard® Service Fee	\$33 per quarter
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SentriLock Startup Costs

SentriCard®	\$8
SentriCard® Activation Fee	\$25
SentriCard® Reader Kit	\$100

(Includes Remote Access Device with charger and a Home Reader)

Additional Office and Subscriber Fees:

Late Fee	\$5
Firm Initiation Fee	\$500 (Initial Charge)
Branch Office Initiation Fee	\$100 (Initial Charge)

Administrative/Clerical and Personal Assistant Fees:

Office Manager/Input Person Access Fee (Billed to the Office)	\$25 per quarter
Personal Assistant Access Fee (Billed to the Subscribing Broker)	\$25 per quarter