



Welcome to
New Member Orientation



Introductions

Association Services
MLS Services
Code of Ethics Training



Inside the Front Pocket of Your Book

- Evaluation
- 10% Coupon to Store
- \$50.00 Coupon for GRI Course



Mission Statement

The MetroTex Association of REALTORS®, Inc. exists, in conjunction with the Texas Association of REALTORS® (TAR) and the National Association of REALTORS® (NAR), to serve all members by providing products and services which help members succeed in their business in an ethical and professional manner.

Mission Statement

Locations to Serve You

MetroTex Main Office

8201 N. Stemmons
Dallas, TX 75247
Phone: 214-637-6660
Fax: 214-637-5951
Mon.- Fri. 8:30 a.m. – 5:00 p.m.

Duncanville Service Center

407 N. Cedar Ridge, Suite 110
Duncanville, TX 75116
Phone: 214-540-1070
Fax: 214-540-1073
Mon. and Fri. 8:30 a.m.- noon, 1:00 p.m.– 5:00 p.m.
Tues., Wed., Thurs., 1: 00 p.m. – 5:00 p.m.

East Service Center

608 West I-30, Suite 413
Garland, Texas 75043
Phone: 214-540-1060
Fax: 214-540-1063
Mon. thru Fri. 8:30 a.m.- noon, 1:00 p.m.– 5:00 p.m.

***Don't forget your 10%
REALTOR® StoreCoupon
(see left pocket of folder)***

Grapevine Service Center

1681 W Northwest Hwy
Grapevine, Texas 76051
Phone: 817-796-5400
Fax: 817-796-5421
Mon.- Fri. 8:30 a.m. – 5:00 p.m.

Lewisville Service Center

751 Hebron Parkway, Suite 105
Lewisville, TX 75057
Phone: 214-540-1065
Fax: 214-540-1068
Mon. and Fri. 8:30 a.m.- noon, 1:00 p.m.– 5:00 p.m.
Tues., Wed., Thurs., 1:00 p.m.– 5:00 p.m.

Richardson Service Center

1701 N. Collins Blvd., #1400
Richardson, TX 75080
Phone: 214-540-1055
Fax: 214-540-1058
Mon. thru Fri. 8:30 a.m.- noon, 1:00 p.m.– 5:00 p.m.



Let's take a walk
through
MyMetroTex.com

Consumers/Professional Concept
Find a Professional
Member Only.....e-Services
Powerful Calendar
My Account
Course Registration



MyMetroTex.com



Find or Sell a Home | Who Is MetroTex | Tools & Resources | Join MetroTex



MetroTex

8231 N. Stemmons Freeway
Dallas, Texas 75247
214-637-6660

Search

MetroTex Blog

Facebook Twitter LinkedIn



Member Account Access

Member Shortcuts

- MLS Login (SSO)
- 2iForm Online
- 2iForm Benefits
- Find a Professional
- MetroTex Online Courses
- Leadership Academy
- Staff Directory
- Webinar & Video Center
- Member Benefits
- MetroTex Diversity Statement
- MetroTex Video Channel

MetroTex News

- Number of Available Homes Dwindling in Busy Market
- TREC FAQ: unlicensed assistant
- All MetroTex offices closed Memorial Day
- Fast-Paced March Home Sales Signal Growing Market this Spring
- What's New at RIM
- Keybox Assistant- New entry Feature
- The Main Motivators Pushing Home Buyers
- Mortgage Rates Back on Free Fall
- Evans & Stensig 2010 Housing Market

VIEW ALL HEADLINES

Upcoming Classes

- MLS Committee | 6/13/2016, 1:30pm Conference Room, A MetroTex Dallas Office, 8201 N. Stemmons Freeway, Dallas, TX 75247
- Southwest Area Tour Meeting | 6/14/2016, 8:35am Mariner Restaurant, 901 Gross Road, Mesquite, TX 75149
- Forney/Kaufman Area Meeting | 6/14/2016, 8:35am Devonshire Amenity Center, 1201 Ravenhill Road, Forney, TX 7 5126
- North Dallas Area Tour Meeting | 6/14/2016, 8:45am Rowland Green, 2858 W. Northwest Highway, Dallas, TX
- Southwest Area Tour Meeting | 6/14/2016, 8:45am Wilson Station Inn, 400 N. Park St, Duncanville, TX 75116

VIEW ALL CLASSES

Powerful Calendar



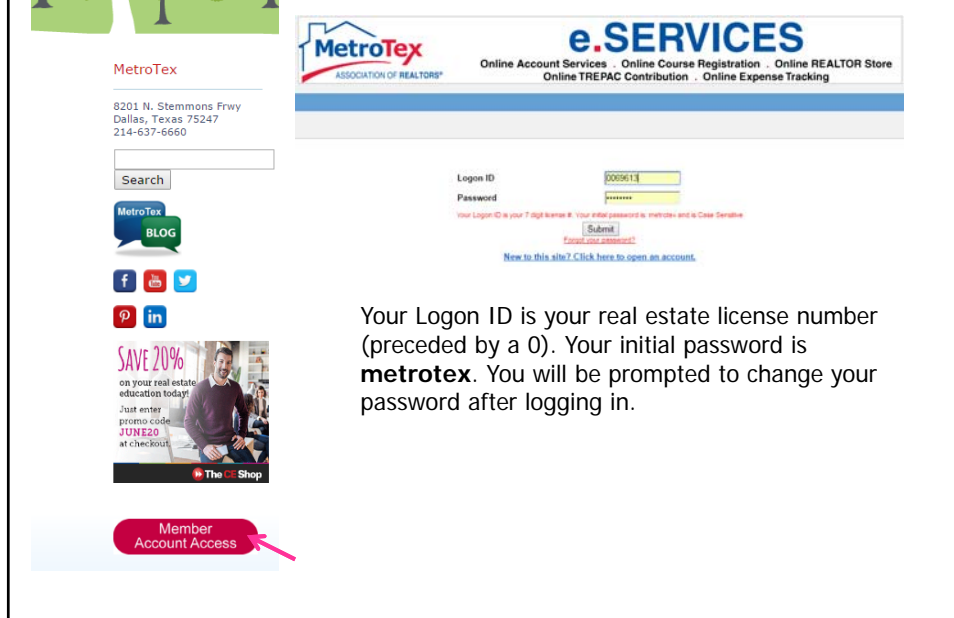
MetroTex Calendar

Courses and Events are sortable by Class Type. "Click to Register" takes you directly to E-Services, where you must register for the class. Class reminders, emails and RSS feeds DO NOT automatically register you for the class. "Ticket Web Link" from class detail will allow you to register for the class.

Updated December 9, 2010

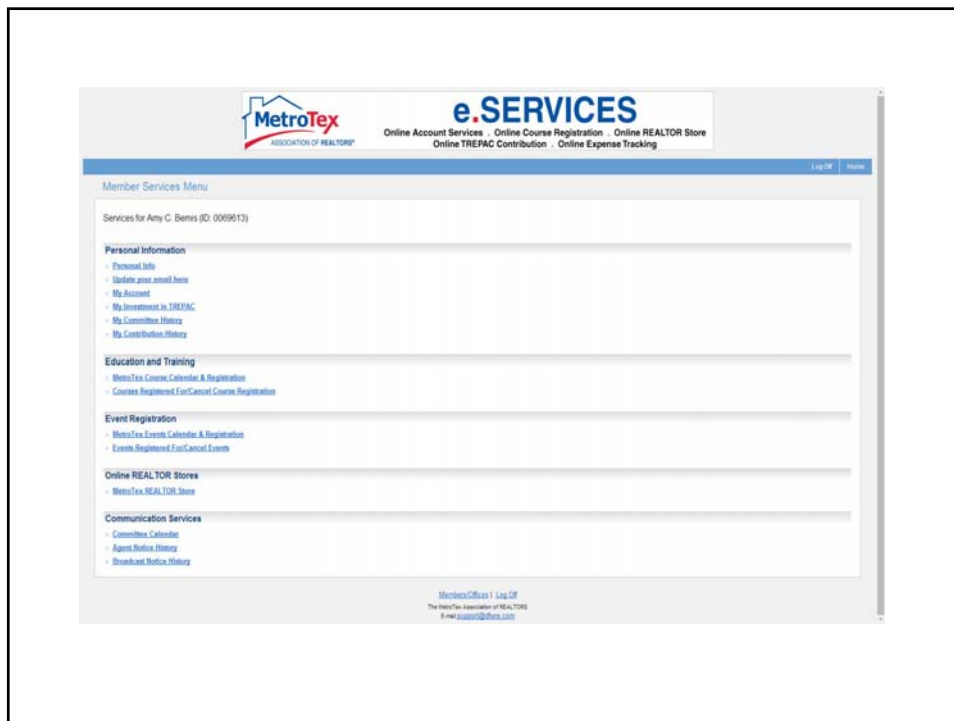
December 2010	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV																																																																																				
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Member Login/e-Services



The screenshot shows the MetroTex e-Services login page. On the left, there is a MetroTex logo and contact information: 8201 N. Stemmons Frwy, Dallas, Texas 75247, 214-637-6660. Below this is a search bar and social media icons for Facebook, YouTube, Twitter, Pinterest, and LinkedIn. A promotional banner for 'The Shop' offers a 20% discount with promo code JUN1820. A red button labeled 'Member Account Access' with a pink arrow pointing to it is at the bottom left. The main content area features the MetroTex logo and 'e-SERVICES' header with links for Online Account Services, Online Course Registration, Online REALTOR Store, Online TREPAC Contribution, and Online Expense Tracking. The login form includes fields for Logon ID (containing '0009613') and Password (containing '*****'). A 'Submit' button is below the fields. A note states: 'Your Logon ID is your 7 digit license #. Your initial password is metrotex and is Case Sensitive.' A link for 'Forgot your password?' is also present. At the bottom of the login area, it says 'New to this site? Click here to open an account.'

Your Logon ID is your real estate license number (preceded by a 0). Your initial password is **metrotex**. You will be prompted to change your password after logging in.



The screenshot shows the MetroTex e-Services Member Services Menu. The header includes the MetroTex logo and 'e-SERVICES' with the same navigation links as the previous page. The main content area is titled 'Member Services Menu' and lists services for Amy C. Dennis (ID: 0009613). The services are categorized into: Personal Information (Personal Info, Update your email here, My Account, My Investment in TREPAC, My Committee History, My Contribution History); Education and Training (MetroTex Course Calendar & Registration, Courses Registered For/Cancel Course Registration); Event Registration (MetroTex Events Calendar & Registration, Events Registered For/Cancel Events); Online REALTOR Stores (MetroTex REALTOR Store); and Communication Services (Committee Calendar, Agent Notice History, Broadcast Notice History). At the bottom, there are links for 'Members/Offices | Log Off' and contact information for MetroTex support.



e-Services Menu

Personal Information
Your Account
Course Calendar and Registration
Calendar of Events
REALTOR® Store
Committee Calendar

Member Value

Education

- Over 400 classes offered (does not include MLS Training)
- TREC Requirements (SAE vs. MCE)
- Training Available for new licensees – SAE, GRI (see \$50 Coupon in front pocket of book)
- Designations-ABR, SRES, SRS,
- Certifications-SFR, BPOR, MRP
- MCE in all Locations
- Make Education part of your business plan!
- Learn more = Earn more



Committees

- Affiliate Forum
- Budget & Finance
- Diversity & Housing Initiatives
- REALTORS® In Action
- Professional Development
- Forms & Contracts
- Government Affairs
- Leadership Academy
- Leasing & Property Management
- MetroTex Political Action
- MLS
- Public Education
- TREPAC/Legislative Liaisons
- YPN (Young Professionals Network)

Keep up-to-date with your profession
by becoming a member of one of
MetroTex Committees!



Member Benefits/Discounts

A screenshot of the MetroTex website's Member Benefits section. The page features the MetroTex logo (Association of Realtors) and navigation links for 'Find or Sell a Home', 'Who is MetroTex', 'Tools & Resources', and 'Join MetroTex'. The main heading is 'Member Benefits'. A list of benefit categories is provided, with 'Health & Medical Insurance' selected. A welcome message explains that members receive special benefits like discounts on insurance and services. Contact information for MetroTex (8201 N. Stemmons Fwy, Dallas, Texas 75247, 214-637-6660) and a 'Member Login' field are also visible.

bylaws & policies



Included in this book is the MetroTex Association of REALTORS® Bylaws.

This document contains information about your membership, and the rules by which the association abides by. Within these rules you will find information such as how officers are elected, their terms, requirements of membership (i.e. this training), and much more. Please take a moment later to review these materials.



WHAT IS TREPAC?

- Non-partisan political action committee
- TREPAC is a voluntary, nonprofit organization that supports candidates for federal, state, and local office who demonstrate their support for property rights and the real estate profession
- The political action committee is insurance to protect your livelihood and industry. Many issues affecting real estate are continuously debated on the national, state and local levels. Getting involved in TREPAC will ensure that the REALTOR® voice is heard in Congress and at the Capitol.

WHAT DOES TREPAC DO FOR OUR INDUSTRY?

- TREPAC allows for the election of persons who are responsive to our specific needs in the real estate industry.
- By having a united front, TREPAC can have a greater impact on elected officials because of the sheer number of participating members from around the state.





**Protect your business
Invest in yourself
Make TREPAC a Priority!!!**

You can invest by

- **Attending fun TREPAC Events**
- **Purchasing Auction items at your MLS annual Auctions**
- **Making YOUR investment with Annual Dues at dfwrealestate.com**
 - Your Minimum Fair Share is \$35



**INVEST IN
YOUR FUTURE**

**INVEST IN YOUR
BUSINESS**

INVEST IN TREPAC!

MLS ORIENTATION



Welcome to the MLS section of
New Member Orientation

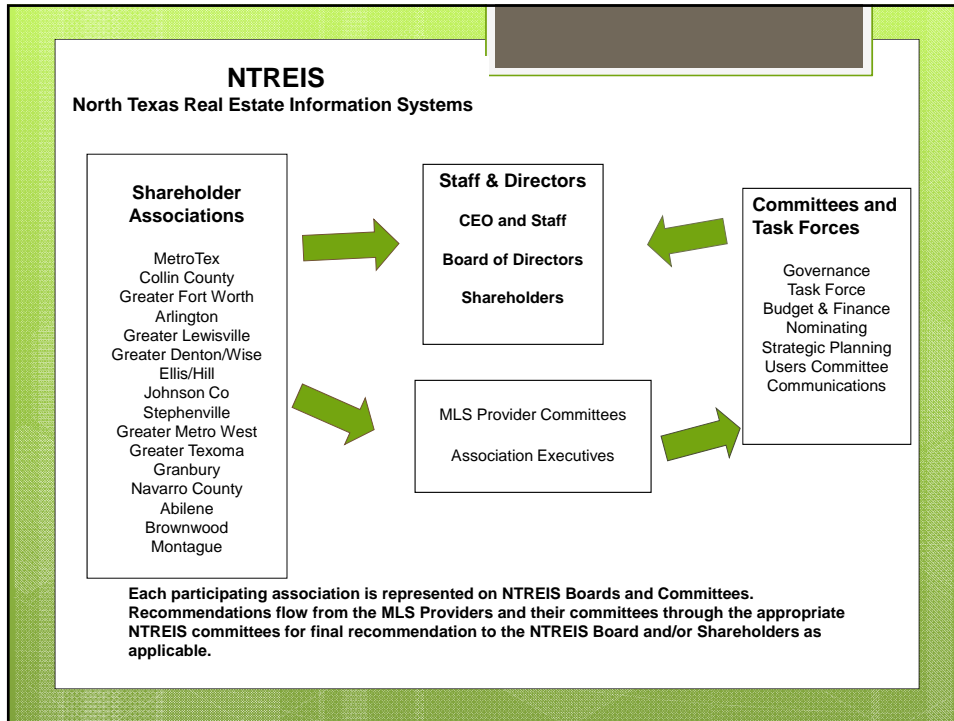
214.540.2755 MLS

Monday – Friday 8:30am – 5:00pm







mls@dfwrealestate.com or mls@dfwre.com

Who Are We?

- ✓ GMMLS- Greater Metro MLS
- ✓ The MetroTex Association of REALTORS®
- ✓ NTREIS- North Texas Real Estate Information Systems



ORIENTATION OBJECTIVES

-  Communication
-  MLS Products
- URGENT**  Important MLS Rules
-  Services/Tools
-  Contact Information
-  Questions and Comments

COMMUNICATION

- Newline Articles (Every Other Month), E-News, (every 2 weeks), E-mail
- MLS training classes
- Office meetings
- Area meetings; utilize MLS Committee Representatives go to:
mymetrotex.com/tools & resources/MLS services and tours
- Listing Checker

Your MLS Products

Matrix-Use any browser on your PC or use your Tablet! Create custom searches, Cloud CMA, upload photos & other media. Sort on the fly, access Tax, ZipForms and create detailed statistical charts. Map overlays with schools, and so much more!

Realist Tax – Tax data for 256 Counties. Census reports, school information, mailing labels, and foreclosure activity.

NTREIS Find- Find will allow you to search all properties with available data within the US, regardless of whether they are for sale, rent or recently sold. Think REALTOR.com for agents.

InnoVia- If you wish to have the consumers search for listings on your website, this is where you get the free IDX link. This program allows you to search for listings, print, e-mail, create reports, perform a hot sheet and CMA's. It accesses the same data as the Matrix system.

NTREIS Go- Tablet and I pad solutions. App or Google Play store

Data Input Sheets

- Residential Data Input sheets.
- MLS Rules - 7.04 7.24
- Take on Listing Appointment
- Accuracy of information
- Mymetrotex.com/Tool&Resources/
Technical Support

IMPORTANT MLS RULES

- Section 7 – Listing procedures
 - Listing Types (ER & EA; reservations, codes in MLS)
 - 3 Day Deadlines (listing input; status changes)
 - Duplicate Listings (sale & lease only)
 - Sub-divided listings
 - Accurate data
 - Property description - Fair Housing guidelines, no contact info ie: Phone#, e-mail, web addresses

MLS Rules

- Section 8 – Selling procedures
 - Follow showing instructions
 - Fines for not submitting status changes
 - Reporting of sales information
- Section 9 – Prohibitions
 - Solicitation of listings
 - Sharing of passwords – Waiver form for office staff and Assistants

More MLS rules...

- Section 11 – Compliance
- Section 12 – Enforcement
- Section 13 – Confidentiality
- Section 16 – Use of MLS Information
- Section 17 – IDX rules
- Section 21 – Standards of Conduct

Enforcement:

Keys - Boxes - Listing Checker

- Agent may file a complaint with MLS for Violations of MLS procedures or Keys/Keybox Rules (see keybox and key rules and regulations)
- Automated flags from Listing Checker
 - *Agent receives 1st notice via email*
 - *Agent makes corrections or replies to email to explain or inquire*
 - *MLS staff reviews and waives or instructs agent to correct*
 - *If not waived or corrected within 3 days, 2nd notice is sent to agent and office*
 - *If still not remedied, final notice is sent after 3 more days to agent and office*
 - *3 days after final notice, listing goes into fine status*
 - *Agent and office receive notification that fine has been placed on agent's account and may be subject to additional fines or other action if correction is not made*

SERVICES/TOOLS

- DKey- (emergency loan only, lose key; call us immediately)
- eKey- (Use Smartphone or PDA as key)
- Update key (leave on cradle each night; updates for reports)
- KeyBoxes-Infra-red technology
- Supraekey.com (register keyboxes, activity reports)
- Distribution of listings to realtor.com, other member websites, and Immobil (see ntreis.net / Technical Support/NTREIS Translator, for more information or call MLS)
- MLS access (Mandatory training – Attend Intro NTREIS Listings or select on-line training to receive password)
- **FREE** MLS classes!

MLS Classes

- Intro to Matrix MLS
- Advance Matrix Listings
- NTRIS Find
- Managing your Listings
- ZipForm Online
- Client Management using Matrix
- Accessing Property Records using Tax
- Introduction to RPR
- Commercial RPR
- Above classes are TREC approved for 3 hours of CE credit!
- Mobile RPR (2 hours of CE credit)
- Time-Saving Tips & Tricks in MLS (2hrs CE credit)
- Sign up for classes via dfwrealestate.com or call MLS!

MAPS = MLS Academy for Professional Success
Take the 6 classes within 12 months, next quarter MLS fees will be paid for!

VENDOR CONTACT INFORMATION

Should you need after hours technical support, you may contact the Vendors for each product as noted below.

Marketlinx – Tempo, Matrix and InnoVia
 Tech Support: Monday – Friday 7:00am – 12:00pm
 Saturday and Sunday 10:00am-10:00pm
 1.800.297.6367

Transactions Management
 Tech Support : Monday – Saturday 6:00am – 6:00pm
 1.800.250.8330

ZipForm
 Tech Support : Monday – Friday 6:00am – 10:00pm
 1.800.383.9805

Supra
 Tech Support : Monday – Sunday 8:00-9:00pm
 1.877.699.6787 suprasupport@ge.com

ADDITIONAL CONTACT NUMBERS

MLS Department

214.540.2755 Monday - Friday 8:30am-5:00pm mls@dfwrealtors.com

REALTOR.com

1.800.878.4166 Monday - Friday 8:00am-7:00pm

Centralized Showing Service (CSS) - appointment services

817.858.0055 Monday - Saturday 8:00am-8:00pm Sunday 8:00am-6:00pm

Texas Association of REALTORS

1.800.783.9155 Monday - Friday 9:00am-5:00pm

Texas Real Estate Commission

1.512.936.3000 Monday - Friday 9:00-5:00pm

Time for:

- Questions and Comments

Thank you for your time and attention!

Remember:

"A successful person is one who succeeds
by using the "Bricks" others have thrown at them."
- Unknown

"Try to be a rainbow in someone's cloud."- Maya Angelou



The REALTOR Code of Ethics New Member Orientation Program

National Association of REALTORS®
The Voice For Real Estate®

History and Background of the REALTOR® Code of Ethics



NATIONAL ASSOCIATION OF REALTORS®
Founded in 1908

History and Background of the Code of Ethics

At that time...

No license laws.

Real estate industry had a **history of speculation, exploitation, and disorder.**



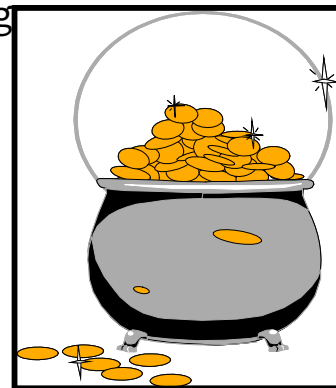
History and Background of the Code of Ethics

The NAR Code of Ethics was adopted in **1913** to establish a professional **standard of conduct**.
The REALTOR® Code of Ethics formed the **basis for many license laws**.
It is also a **living document** and must be voted on every year.

Preamble

This is what we believe... Being a REALTOR®.

- To Be Good Stewards of the land
- Creators – Ownership, housing, functioning cities, productive farms & industries, preserving a healthful environment
- A Patriotic Duty to perfect the integrity of our profession
- Protect the code and the public against those who do them harm



The Golden Rule

Three Major Sections

Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®

Effective January 1, 2015

Where the word REALTOR® is used in this Code and Preamble, it shall be deemed to include REALTOR-ASSOCIATE®.

While the Code of Ethics establishes obligations that may be higher than those mandated by law, in any instance where the Code of Ethics and the law conflict, the obligation of the law must take precedence.

Preamble
Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. REALTOR® should recognize that the interests of the nation and its citizens require the highest and best use of the land and the widest distribution of land ownership. They require the creation of adequate housing, the building of thriving cities, the development of productive industries and farms, and the preservation of a healthful environment.

Such interests impose obligations beyond those of ordinary commerce. They impose grave social responsibility and a patriotic duty to which REALTOR® should dedicate themselves, and for which they should be diligent in preparing themselves. REALTOR®, therefore, are creative to maintain and improve the standards of their calling and share with their fellow REALTOR® a common responsibility for its integrity and honor.

In recognition and appreciation of their obligations to clients, customers, the public, and each other, REALTOR® continuously strive to become and remain informed on issues affecting real estate and, as knowledgeable professionals, they intelligently share the fruit of their experience and study with others. They identify and take steps, through enforcement of this Code of Ethics and by seeking appropriate regulatory bodies, to eliminate practices which may damage the public or which might discredit or bring dishonor to the real estate profession. REALTOR® having direct personal knowledge of conduct that may violate the Code of Ethics involving misappropriation of client or customer funds or property, will disseminate, or lead resulting in substantial economic harm, bring such matters to the attention of the appropriate Board or Association of REALTOR®. (Amended 1/8/07)

Realizing that cooperation with other real estate professionals promotes the best interests of those who utilize their services, REALTOR® urge exclusive representation of clients, do not attempt to gain any unfair advantage over their competitors, and they refrain from making unrealistic comments about other practitioners. In instances where their opinion is sought, or where REALTOR® believe that comment is necessary, their opinion is offered in an objective, professional manner, unimpaired by any personal motivation or interest advantage or gain.

The term REALTOR® has come to connote competency, fairness, and high integrity resulting from adherence to a lofty ideal of moral conduct in business relations. No indulgence of profit and no instruction from clients ever can justify departure from this ideal.

In the interpretation of this obligation, REALTOR® can take no self guide that is not which has been handed down through the centuries, enshrined in the Golden Rule, "Whosoever ye would that others should do to you, do even so to them."

Accepting this standard as their own, REALTOR® pledge to observe its spirit in all of their activities whether conducted personally, through associates or others, or via technological means, and to conduct their business in accordance with the tenets set forth below. (Amended 1/8/07)

Duties to Clients and Customers

Article 1

When representing a buyer, seller, landlord, tenant, or other client as an agent, REALTOR® pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve REALTOR® of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant or other party in a non-agency capacity, REALTOR® remain obligated to treat all parties honestly. (Amended 1/8/07)

Standard of Practice 1-1

REALTOR®, when acting as principals in a real estate transaction, remain obligated by the duties imposed by the Code of Ethics. (Amended 1/8/07)

Standard of Practice 1-2

The duties imposed by the Code of Ethics encompass all real estate-related activities and transactions whether conducted in person, electronically, or through any other means.

The duties the Code of Ethics imposes are applicable whether REALTOR® are acting as agents or in legally recognized non-agency capacities, except that any duty imposed exclusively on agents by law or regulation shall not be imposed by this Code of Ethics on REALTOR® acting in non-agency capacities.

As used in this Code of Ethics, "client" means the person(s) or entity(ies) with whom a REALTOR® or a REALTOR®'s firm has an agency or legally recognized non-agency relationship; "customer" means a party to a real estate transaction who receives information, services, or benefits but has no contractual relationship with the REALTOR® or the REALTOR®'s firm; "broker" means a purchaser, seller, tenant, or landlord who is not subject to a representation relationship with the REALTOR® or REALTOR®'s firm; "agent" means a real estate licensee (including brokers and sales associates) acting in an agency relationship as defined by state law or regulation; and "broker" means a real estate licensee (including brokers and sales associates) acting as an agent or in a legally recognized non-agency capacity. (Adopted 1/8/07, Amended 1/8/07)

Standard of Practice 1-3

REALTOR®, in seeking to ensure a listing, shall not deliberately mislead the owner as to market value.

Standard of Practice 1-4

REALTOR®, when seeking to become a buyer/seller representative, shall not mislead buyers or tenants as to savings or other benefits that might be realized through use of the REALTOR®'s services. (Amended 1/8/07)

Standard of Practice 1-5

REALTOR® may represent the seller/landlord and buyer/tenant in the

Articles 1-9

Duties to Clients and Customers

Articles 10-14

Duties to the Public

Articles 15-17

Duties to REALTORS®



Code of Ethics and Standard of Practice

Articles

- * Broad statements of **ethical principles**
- * Only Articles of the Code **can be violated**, though **Standards of Practice can be cited** in support of an alleged violation

Standards of Practice

- * **Support, interpret, and amplify** the Articles under which they are stated

Cruising through the REALTOR® Code of Ethics

- * Group Exercise
- * Network and **Introduce Self** to Group-Business Card
- * Each group will be **assigned exercise questions**
- * You will need:
 - * Copy of **“Code of Ethics”**
 - * Copy of **“Quick Study for the NAR Code of Ethics”**
 - * Exercise **“Cruising through the Code”**

**DO NOT START UNTIL INSTRUCTOR
GIVES INSTRUCTIONS** 

INSTRUCTIONS ON THE EXERCISE

- * Each group to **report on the assigned exercise question**
- * **Read** the Question
- * **Decide** which article it violates
- * State which **standard of practice** supports your decision

Cruising Through the Code...

* 1. Article <u>6</u>	Standard of Practice <u>1</u>
* 2. Article <u>4</u>	Standard of Practice <u>NONE</u>
* 3. Article <u>1</u>	Standard of Practice <u>3</u>
* 4. Article <u>16</u>	Standard of Practice <u>16</u>
* 5. Article <u>16</u>	Standard of Practice <u>13</u>
* 6. Article <u>1</u>	Standard of Practice <u>9</u>
* 7. Article <u>3</u>	Standard of Practice <u>4</u>
* 8. Article <u>16</u>	Standard of Practice <u>13</u>
* 9. Article <u>16</u>	Standard of Practice <u>20</u>
* 10. Article <u>12</u>	Standard of Practice <u>7</u>

Cruising Through the Code...

* 11. Article <u>1</u>	Standard of Practice <u>15</u>
* 12. Article <u>1</u>	Standard of Practice <u>13</u>
* 13. Article <u>10</u>	Standard of Practice <u>NONE</u>
* 14. Article <u>16</u>	Standard of Practice <u>4</u>
* 15. Article <u>12</u>	Standard of Practice <u>13</u>
* 16. Article <u>12</u>	Standard of Practice <u>NONE</u>
* 17. Article <u>12</u>	Standard of Practice <u>1</u>
* 18. Article <u>12</u>	Standard of Practice <u>6</u>
* 19. Article <u>12</u>	Standard of Practice <u>7</u>
* 20. Article <u>12</u>	Standard of Practice <u>12</u>

Complaints & Enforcement

TAR Offers these services

- * Ombudsman Program
- * Mediation
- * Citation policy
- * Ethics or Arbitration hearing

TAR Professional Standards Procedures

- * TAR Professional Standards Committee
 - * Grievance Committee
 - * Arbitration Hearing Panel
 - * Ethics Hearing Panel
- * Panel Members are pulled from the Professional Standards Committee



What are the Differences

ETHICS

- * Is there a **possible violation** of the Code of Ethics?
 - * Anyone can file an Ethics complaint
 - * Conduct and Competency

ARBITRATION

- * Is there a **dispute over entitlement** to commission or money matter
 - * Example: Procuring Cause

Ombudsman

- * A **voluntary service** offered to the Complainant to **resolve issues prior** to filing a formal complaint
- * **Informal Mediation**
- * Ombudsman **must be trained** to serve



TAR Offers these services

- * Ombudsman Program
- * **Mediation**
- * Citation Policy
- * Ethics or Arbitration hearing

Mediation

A **voluntary process** in which disputing parties **meet with a mediator appointed** by the Texas Association of REALTORS certified Mediators to **create a mutually acceptable resolution** to the dispute.

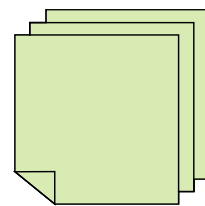


TAR Offers these services

- * Ombudsman Program
- * Mediation
- * **Citation Program**
- * Ethics or Arbitration hearing

Texas Citation Program

Allows **for complaints** to be **filed** by **REALTOR®** members **anonymously**.



TAR Citation Program Effective January 2011

Purpose:

To give complainants and respondents a **faster resolution** to the complaint process for those complaints of lesser severity...

(allows for anonymous complaints to be filed)

To provide TAR staff an opportunity to **expedite those complaints** and spend more time on complaints not in the Citation Program



Citation Program

Only these:

Articles 3, 4, 5, 6, 12, 14, and 16

- The Grievance Committee has **reviewed** the complaint and determined **there is a possible violation** of the Code, and **meets the requirements** of the Program, the citation is sent to respondent
- **Critical to include the date** of the Complaint when filing



Process for the Citation Program

- Written complaint is filed
- Respondent **receives a copy** of the complaint
- The **Respondent has 15 days to accept** the citation and abide by the sanctions
- If Respondent **does not agree** with complaint or citation, an **ethics hearing is scheduled**
- Found guilty **the fines are:**
 - 1st offense \$300.00
 - 2nd offense \$600.00
 - 3rd offense \$900.00



Citation Program

- **Evidence and documentation to support the alleged violation are critical.** There must be sufficient evidence for the Grievance Tribunal to determine if the allegation fits within the boundaries of the Citation Program
- The citations **remain in** the respondent's **file indefinitely** and will be available to hearing panels at any future ethic hearings



TAR Offers these services

- * Ombudsman program
- * Citation policy
- * Mediation
- * **Ethics or Arbitration hearing**

Step 1- Written Complaint

The Grievance Committee..

A screening committee comprised of (**trained and schooled**) members of the Association **appointed** to the committee.

Key question for the Grievance Committee:

*If the allegations in the complaint were **taken as true on their face**, is it possible that a violation of the Code of Ethics occurred?*

Step 2 – Schedule an Ethics Hearing

An investigation is conducted to determine if a hearing is necessary.

Purpose is to conduct a full “due process” hearing with sworn testimony, witnesses and evidence.

Hearing Panel is comprised of members of the Professional Standards Committee.



Professional Standards Ethics Hearing Panel

- * After conducting a hearing, the Hearing Panel **decides whether there was a violation** of the Code of Ethics, proven by clear, strong and convincing evidence.
- * If the Hearing Panel finds a violation of the Code of Ethics, the Panel **then determines the discipline** to be imposed on the Respondent(s)

Authorized Discipline for an Ethics Hearing

- * Letter of **Warning**
- Letter of **Reprimand**
- * **Education**
- * **Fine** not to exceed \$10,000.00
- **Probation** for one year or less
- **Suspension** for not less than 30 days nor more than one year
- **Expulsion** from membership for period of one to three years
- Suspension or termination of **MLS** privileges
- **Administrative processing fee** (if found in violation) not to exceed \$500 (“Administrative Costs”)

ARBITRATION REQUEST

Step 1- Written Request from the Broker and Licensee

The Grievance Committee

Determines if the Request for Arbitration is Arbitrable

If it is **Mandatory or Voluntary**

Are all the Principals involved or named in the Request

Approves and Recommends an Arbitration Hearing be scheduled



Payment of the Award

- * Generally, the award of the Panel in an arbitration case can be **judicially enforced if not paid by the non-prevailing party.**
- * Complainant has a certain number of **days to make payment.**
- * Failure to do so **can result in loss of membership**



Key Factors in a Procuring Cause Dispute

The key concepts of procuring cause are referenced in this definition from *Black's Law Dictionary*, Fifth Edition:

“The proximate cause; the cause originating a series of events which, without break in their continuity, result in the accomplishment of the prime object.”



Procuring Cause

Just because you are the Buyer's Representative, you may not be the procuring cause...

NAR Code of Ethics and Arbitration Manual

“Agency relationships, in and of themselves, do not determine entitlement to compensation. The agency relationship with the client and entitlement to compensation are separate issues. A relationship with the client, or lack of one, should only be considered in accordance with the guidelines established to assist the Panel members determining procuring cause.”

Purpose of the Code of Ethics of the National Association of Realtors

- * Sets the standard of behavior for all to follow
- * Intended to protect the public
- * Support fairness
- * Promote best practices
- * Provide a higher level of service

Remember, when Texas REALTORS work together toward a higher standard, everyone wins.

ANTITRUST

AntiTrust Quiz True or False...

- * 1. Setting the same fees and commission splits as a competitor does not violate antitrust laws as long as you don't do so through a formal agreement.
False, even informal talk can be price fixing
- * 2. It is an antitrust violation for a broker to force his agents to charge a certain commission.
False
- * 3. Two agents within the same firm can charge different commissions, if that's acceptable to the broker.
True
- * 4. Though competitors cannot agree to set pricing structures, they can agree to divide territorial boundaries or other types of market segments.
False
- * 5. It is an antitrust violation if more than 70% of agents in one city charge the same commission.
False , Firms and agents can charge the same commission as long as they arrive at the price independently

AntiTrust Quiz

- * 6. A broker can be held liable for antitrust violations by one of his agents even if the broker was unaware of the violation.
True
- * 7. Which of the following terms is acceptable when discussing your commission?
 - * A. Standard B. Prevailing C. Typical D. Common**Avoid all of these terms!**
- * 8. You may not ask a prospect what an agent from another firm said he would charge to sell the prospect's home.
False
- * 9. If you are present when a discussion takes a turn toward a possible antitrust violation, you should leave as discretely as possible
False, you loudly state why you are leaving & record it in minutes at meetings
- * 10. An MLS cannot require a minimum term for listings.
True

Regarding AntiTrust

- * The Real Estate Brokerage is **always under scrutiny** and **anticompetitive** conduct is likely to be **detected and PROSECUTED!**
- * Because Real Estate is unique and **we cooperate** with other brokers, we are **subject to antitrust suspicion and occasionally misconduct.**
- * Brokers should **create an antitrust compliance policy** because they **will be held liable for violations by licensees.** Ignorance is NEVER an excuse.
- * **REMEMBER...** In a trial it does **not** necessarily depend upon **what actually happened.** When trying a case it is a “tier of fact”... **what the judge/ jury believes took place...** does it **create the appearance or an invitation to conspiracy** in the restraint of trade.

Top Issues

- * Commission Rates:
 - * Every brokerage is **allowed to charge what they want** for their services.
 - * Issues are when it **appears they have discussed or consulted** with other brokers. Key is to make sure you have created this on your own based on a business decision.
 - * Cautions on saying:
 - “This is the **rate every firm charges.**”
 - “I’d like to lower the commission, but **no one else** in the MLS **will show** your house **unless the commission is X%.**”
 - “Before you decide to list with XYZ Realty you should know that because **they are ‘discount’ brokers,** members of the association **won’t show their listings.**”
 - “I’d like to (reduce the commission... shorten the listing term... accept an exclusive agency listing), **but if I do the MLS won’t accept** the listing.”

Top Issues

- * Listings:

- * Length of time, type, compensation formulas, variations of splits per cooperating brokerages
- * Brokerages can have policies but make sure it does not appear to be fixing or boycotting.
- * Caution on saying:

This is **what everyone else does or charges** (Conspiracy)

We **don't work with them** because they don't cooperate or they pay less splits (boycotting)

CODE OF ETHICS & Antitrust

- * Article 3 – Duty to cooperate
- * Article 16 – Duty not to solicit the client of another
- * Article 12 – Be careful to present a true picture in ads Do not mislead the public!
- * We **may NOT use the code to discourage or eliminate competition by prohibiting or restricting** creative, innovative or alternative business practices no matter how “undignified”, “aggressive” or “nontraditional” they may appear to be.

Let's Sum It Up...

- * You may not boycott others, whether brokerages, providers or suppliers.
- * You should not be involved in any conversations that can lead to price fixing- leave loud and immediately!
- * Have an antitrust policy in your office.. written and education in place.
- * If you are involved or see antitrust issues report them immediately to your broker.
- * Refrain from generalizing our business as if all of us do it this way or charge this fee.

Watch your language!

- * **DO NOT SAY** things like:
 - *"I'd like to lower the commission rate but the board has a rule..."*
 - *"This is the rate that everyone charges."*
 - *"The MLS will not accept less than a 120-day listing."*
 - *"Before you list with XYZ Realty, you should know that nobody works on their listings."*
 - *"If John Doe was really professional (or ethical), he would have joined the board."*
 - *"The board requires all REALTOR® firms to make their salespeople join."*
 - *"The best way to deal with John Doe is to boycott him."*
 - *"If you valued your services as a professional, you wouldn't cut your commission."*
 - *"No board member will accept a listing for less than ninety days."*
 - *"Let him stay in his own market. This is our territory."*
 - *"If he was really a professional, he wouldn't use part-timers."*

Professional Standards Matters

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TEXAS REALTORS[®]
WORKING FOR YOU!

Pathways to Professionalism

These professional courtesies are intended to be used by REALTORS® on a voluntary basis, and cannot form the basis for a professional standards complaint.

Respect for the Public

1. Follow the “Golden Rule”—Do unto others as you would have them do unto you.
2. Respond promptly to inquiries and requests for information.
3. Schedule appointments and showings as far in advance as possible.
4. Call if you are delayed or must cancel an appointment or showing.
5. If a prospective buyer decides not to view an occupied home, promptly explain the situation to the listing broker or the occupant.
6. Communicate with all parties in a timely fashion.
7. When entering a property, ensure that unexpected situations, such as pets, are handled appropriately.
8. Leave your business card if not prohibited by local rules.
9. Never criticize property in the presence of the occupant.
10. Inform occupants that you are leaving after showings.
11. When showing an occupied home, always ring the doorbell or knock—and announce yourself loudly—before entering. Knock and announce yourself loudly before entering any closed room.
12. Present a professional appearance at all times; dress appropriately and drive a clean car.
13. If occupants are home during showings, ask their permission before using the telephone or bathroom.
14. Encourage the clients of other brokers to direct questions to their agent or representative.
15. Communicate clearly; don’t use jargon or slang that may not be readily understood.
16. Be aware of and respect cultural differences.
17. Show courtesy and respect to everyone.
18. Be aware of—and meet—all deadlines.
19. Promise only what you can deliver—and keep your promises.
20. Identify your REALTOR® and your professional status in contacts with the public.
21. Do not tell people what you think—tell them what you know.

Respect for Property

1. Be responsible for everyone you allow to enter listed property.
2. Never allow buyers to enter listed property unaccompanied.
3. When showing property, keep all members of the group together.
4. Never allow unaccompanied access to property without permission.
5. Enter property only with permission even if you have a lockbox key or combination.
6. When the occupant is absent, leave the property as you found it (lights, heating, cooling, drapes, etc.). If you think something is amiss (e.g., vandalism) contact the listing broker immediately.
7. Be considerate of the seller’s property. Do not allow anyone to eat, drink, smoke, dispose of trash, use bathing or sleeping facilities, or bring pets. Leave the house as you found it unless instructed otherwise.
8. Use sidewalks; if weather is bad, take off shoes and boots inside property.
9. Respect sellers’ instructions about photographing or videographing their properties’ interiors or exteriors.

Respect for Peers

1. Identify your REALTOR® and professional status in all contacts with other REALTORS®.
2. Respond to other agents’ calls, faxes, and e-mails promptly and courteously.
3. Be aware that large electronic files with attachments or lengthy faxes may be a burden on recipients.
4. Notify the listing broker if there appears to be inaccurate information on the listing.
5. Share important information about a property, including the presence of pets, security systems, and whether sellers will be present during the showing.
6. Show courtesy, trust, and respect to other real estate professionals.
7. Avoid the inappropriate use of endearments or other denigrating language.
8. Do not prospect at other REALTORS® open houses or similar events.
9. Return keys promptly.
10. Carefully replace keys in the lockbox after showings.
11. To be successful in the business, mutual respect is essential.
12. Real estate is a reputation business. What you do today may affect your reputation—and business—for years to come.

(Revised 11/13)

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REALTOR®'s firm; "agent" means a real estate licensee (including brokers and sales associates) acting in an agency relationship as defined by state law or regulation; and "broker" means a real estate licensee (including brokers and sales associates) acting as an agent or in a legally recognized non-agency capacity. *(Adopted 1/95, Amended 1/07)*

- **Standard of Practice 1-3**

REALTORS®, in attempting to secure a listing, shall not deliberately mislead the owner as to market value.

- **Standard of Practice 1-4**

REALTORS®, when seeking to become a buyer/tenant representative, shall not mislead buyers or tenants as to savings or other benefits that might be realized through use of the REALTOR®'s services. *(Amended 1/93)*

- **Standard of Practice 1-5**

REALTORS® may represent the seller/landlord and buyer/tenant in the same transaction only after full disclosure to and with informed consent of both parties. *(Adopted 1/93)*

- **Standard of Practice 1-6**

REALTORS® shall submit offers and counter-offers objectively and as quickly as possible. *(Adopted 1/93, Amended 1/95)*

- **Standard of Practice 1-7**

When acting as listing brokers, REALTORS® shall continue to submit to the seller/landlord all offers and counter-offers until closing or execution of a lease unless the seller/landlord has waived this obligation in writing. REALTORS® shall not be obligated to continue to market the property after an offer has been accepted by the seller/landlord. REALTORS® shall recommend that sellers/landlords obtain the advice of legal counsel prior to acceptance of a subsequent offer except where the acceptance is contingent on the termination of the pre-existing purchase contract or lease. *(Amended 1/93)*

- **Standard of Practice 1-8**

REALTORS®, acting as agents or brokers of buyers/tenants, shall submit to buyers/tenants all offers and counter-offers until acceptance but have no obligation to continue to show properties to their clients after an offer has been accepted unless otherwise agreed in writing. REALTORS®, acting as agents or brokers of buyers/tenants, shall recommend that buyers/tenants obtain the advice of legal counsel if there is a question as to whether a pre-existing contract has been terminated. *(Adopted 1/93, Amended 1/99)*

- **Standard of Practice 1-9**

The obligation of REALTORS® to preserve confidential information (as defined by state law) provided by their clients in the course of any agency relationship or non-agency relationship recognized by law continues after termination of agency relationships or any non-agency relationships recognized by law. REALTORS® shall not knowingly, during or following the termination of professional relationships with their clients:

- 1) reveal confidential information of clients; or

- 2) use confidential information of clients to the disadvantage of clients; or
- 3) use confidential information of clients for the REALTOR®'s advantage or the advantage of third parties unless:
 - a) clients consent after full disclosure; or
 - b) REALTORS® are required by court order; or
 - c) it is the intention of a client to commit a crime and the information is necessary to prevent the crime; or
 - d) it is necessary to defend a REALTOR® or the REALTOR®'s employees or associates against an accusation of wrongful conduct.

Information concerning latent material defects is not considered confidential information under this Code of Ethics. *(Adopted 1/93, Amended 1/01)*

- **Standard of Practice 1-10**

REALTORS® shall, consistent with the terms and conditions of their real estate licensure and their property management agreement, competently manage the property of clients with due regard for the rights, safety and health of tenants and others lawfully on the premises. *(Adopted 1/95, Amended 1/00)*

- **Standard of Practice 1-11**

REALTORS® who are employed to maintain or manage a client's property shall exercise due diligence and make reasonable efforts to protect it against reasonably foreseeable contingencies and losses. *(Adopted 1/95)*

- **Standard of Practice 1-12**

When entering into listing contracts, REALTORS® must advise sellers/landlords of:

- 1) the REALTOR®'s company policies regarding cooperation and the amount(s) of any compensation that will be offered to subagents, buyer/tenant agents, and/or brokers acting in legally recognized non-agency capacities;
- 2) the fact that buyer/tenant agents or brokers, even if compensated by listing brokers, or by sellers/landlords may represent the interests of buyers/tenants; and
- 3) any potential for listing brokers to act as disclosed dual agents, e.g., buyer/tenant agents. *(Adopted 1/93, Renumbered 1/98, Amended 1/03)*

- **Standard of Practice 1-13**

When entering into buyer/tenant agreements, REALTORS® must advise potential clients of:

- 1) the REALTOR®'s company policies regarding cooperation;
- 2) the amount of compensation to be paid by the client;
- 3) the potential for additional or offsetting compensation from other brokers, from the seller or landlord, or from other parties;
- 4) any potential for the buyer/tenant representative to act as a disclosed dual agent, e.g., listing broker, subagent, landlord's agent, etc., and
- 5) the possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. *(Adopted 1/93, Renumbered 1/98, Amended 1/06)*

- **Standard of Practice 1-14**

Fees for preparing appraisals or other valuations shall not be contingent upon the amount of the appraisal or valuation. *(Adopted 1/02)*

- **Standard of Practice 1-15**

REALTORS[®], in response to inquiries from buyers or cooperating brokers shall, with the sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS[®] shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker. *(Adopted 1/03, Amended 1/09)*

- **Standard of Practice 1-16**

REALTORS[®] shall not access or use, or permit or enable others to access or use, listed or managed property on terms or conditions other than those authorized by the owner or seller. *(Adopted 1/12)*

Article 2

REALTORS[®] shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction. REALTORS[®] shall not, however, be obligated to discover latent defects in the property, to advise on matters outside the scope of their real estate license, or to disclose facts which are confidential under the scope of agency or non-agency relationships as defined by state law. *(Amended 1/00)*

- **Standard of Practice 2-1**

REALTORS[®] shall only be obligated to discover and disclose adverse factors reasonably apparent to someone with expertise in those areas required by their real estate licensing authority. Article 2 does not impose upon the REALTOR[®] the obligation of expertise in other professional or technical disciplines. *(Amended 1/96)*

- **Standard of Practice 2-2**

(Renumbered as Standard of Practice 1-12 1/98)

- **Standard of Practice 2-3**

(Renumbered as Standard of Practice 1-13 1/98)

- **Standard of Practice 2-4**

REALTORS[®] shall not be parties to the naming of a false consideration in any document, unless it be the naming of an obviously nominal consideration.

- **Standard of Practice 2-5**

Factors defined as "non-material" by law or regulation or which are expressly referenced in law or regulation as not being subject to disclosure are considered not "pertinent" for purposes of Article 2. *(Adopted 1/93)*

Article 3

REALTORS[®] shall cooperate with other brokers except when cooperation is not in the client's best interest. The obligation to cooperate does not include the obligation to share commissions, fees, or to otherwise compensate another broker. *(Amended 1/95)*

- **Standard of Practice 3-1**

REALTORS[®], acting as exclusive agents or brokers of sellers/landlords, establish the terms and conditions of offers to cooperate. Unless expressly indicated in offers to cooperate, cooperating brokers may not assume that the offer of cooperation includes an offer of compensation. Terms of compensation, if any, shall be ascertained by cooperating brokers before beginning efforts to accept the offer of cooperation. *(Amended 1/99)*

- **Standard of Practice 3-2**

Any change in compensation offered for cooperative services must be communicated to the other REALTOR[®] prior to the time that REALTOR[®] submits an offer to purchase/lease the property. After a REALTOR[®] has submitted an offer to purchase or lease property, the listing broker may not attempt to unilaterally modify the offered compensation with respect to that cooperative transaction. *(Amended 1/14)*

- **Standard of Practice 3-3**

Standard of Practice 3-2 does not preclude the listing broker and cooperating broker from entering into an agreement to change cooperative compensation. *(Adopted 1/94)*

- **Standard of Practice 3-4**

REALTORS[®], acting as listing brokers, have an affirmative obligation to disclose the existence of dual or variable rate commission arrangements (i.e., listings where one amount of commission is payable if the listing broker's firm is the procuring cause of sale/lease and a different amount of commission is payable if the sale/lease results through the efforts of the seller/landlord or a cooperating broker). The listing broker shall, as soon as practical, disclose the existence of such arrangements to potential cooperating brokers and shall, in response to inquiries from cooperating brokers, disclose the differential that would result in a cooperative transaction or in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. *(Amended 1/02)*

- **Standard of Practice 3-5**

It is the obligation of subagents to promptly disclose all pertinent facts to the principal's agent prior to as well as after a purchase or lease agreement is executed. *(Amended 1/93)*

- **Standard of Practice 3-6**

REALTORS[®] shall disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation. *(Adopted 5/86, Amended 1/04)*

- **Standard of Practice 3-7**

When seeking information from another REALTOR[®] concerning property under a management or listing agreement, REALTORS[®] shall disclose their REALTOR[®] status and whether their interest is personal or on behalf of a client and, if on behalf of a client, their relationship with the client. *(Amended 1/11)*

- **Standard of Practice 3-8**

REALTORS® shall not misrepresent the availability of access to show or inspect a listed property. *(Amended 11/87)*

- **Standard of Practice 3-9**

REALTORS® shall not provide access to listed property on terms other than those established by the owner or the listing broker. *(Adopted 1/10)*

- **Standard of Practice 3-10**

The duty to cooperate established in Article 3 relates to the obligation to share information on listed property, and to make property available to other brokers for showing to prospective purchasers/tenants when it is in the best interests of sellers/landlords. *(Adopted 1/11)*

Article 4

REALTORS® shall not acquire an interest in or buy or present offers from themselves, any member of their immediate families, their firms or any member thereof, or any entities in which they have any ownership interest, any real property without making their true position known to the owner or the owner's agent or broker. In selling property they own, or in which they have any interest, REALTORS® shall reveal their ownership or interest in writing to the purchaser or the purchaser's representative. *(Amended 1/00)*

- **Standard of Practice 4-1**

For the protection of all parties, the disclosures required by Article 4 shall be in writing and provided by REALTORS® prior to the signing of any contract. *(Adopted 2/86)*

Article 5

REALTORS® shall not undertake to provide professional services concerning a property or its value where they have a present or contemplated interest unless such interest is specifically disclosed to all affected parties.

Article 6

REALTORS® shall not accept any commission, rebate, or profit on expenditures made for their client, without the client's knowledge and consent.

When recommending real estate products or services (e.g., homeowner's insurance, warranty programs, mortgage financing, title insurance, etc.), REALTORS® shall disclose to the client or customer to whom the recommendation is made any financial benefits or fees, other than real estate referral fees, the REALTOR® or REALTOR®'s firm may receive as a direct result of such recommendation. *(Amended 1/99)*

- **Standard of Practice 6-1**

REALTORS® shall not recommend or suggest to a client or a customer the use of services of another organization or business entity in which they have a direct interest without disclosing such interest at the time of the recommendation or suggestion. *(Amended 5/88)*

Article 7

In a transaction, REALTORS® shall not accept compensation from more than one party, even if permitted by law, without disclosure to all parties and the informed consent of the REALTOR®'s client or clients. *(Amended 1/93)*

Article 8

REALTORS® shall keep in a special account in an appropriate financial institution, separated from their own funds, monies coming into their possession in trust for other persons, such as escrows, trust funds, clients' monies, and other like items.

Article 9

REALTORS®, for the protection of all parties, shall assure whenever possible that all agreements related to real estate transactions including, but not limited to, listing and representation agreements, purchase contracts, and leases are in writing in clear and understandable language expressing the specific terms, conditions, obligations and commitments of the parties. A copy of each agreement shall be furnished to each party to such agreements upon their signing or initialing. *(Amended 1/04)*

- **Standard of Practice 9-1**

For the protection of all parties, REALTORS® shall use reasonable care to ensure that documents pertaining to the purchase, sale, or lease of real estate are kept current through the use of written extensions or amendments. *(Amended 1/93)*

- **Standard of Practice 9-2**

When assisting or enabling a client or customer in establishing a contractual relationship (e.g., listing and representation agreements, purchase agreements, leases, etc.) electronically, REALTORS® shall make reasonable efforts to explain the nature and disclose the specific terms of the contractual relationship being established prior to it being agreed to by a contracting party. *(Adopted 1/07)*

Duties to the Public

Article 10

REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. REALTORS® shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. *(Amended 1/14)*

REALTORS®, in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. *(Amended 1/14)*

- **Standard of Practice 10-1**

When involved in the sale or lease of a residence, REALTORS® shall not volunteer information regarding the racial, religious or ethnic composition of any neighborhood nor shall they engage in any

activity which may result in panic selling, however, REALTORS® may provide other demographic information. (*Adopted 1/94, Amended 1/06*)

• **Standard of Practice 10-2**

When not involved in the sale or lease of a residence, REALTORS® may provide demographic information related to a property, transaction or professional assignment to a party if such demographic information is (a) deemed by the REALTOR® to be needed to assist with or complete, in a manner consistent with Article 10, a real estate transaction or professional assignment and (b) is obtained or derived from a recognized, reliable, independent, and impartial source. The source of such information and any additions, deletions, modifications, interpretations, or other changes shall be disclosed in reasonable detail. (*Adopted 1/05, Renumbered 1/06*)

• **Standard of Practice 10-3**

REALTORS® shall not print, display or circulate any statement or advertisement with respect to selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. (*Adopted 1/94, Renumbered 1/05 and 1/06, Amended 1/14*)

• **Standard of Practice 10-4**

As used in Article 10 “real estate employment practices” relates to employees and independent contractors providing real estate-related services and the administrative and clerical staff directly supporting those individuals. (*Adopted 1/00, Renumbered 1/05 and 1/06*)

Article 11

The services which REALTORS® provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

REALTORS® shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (*Amended 1/10*)

• **Standard of Practice 11-1**

When REALTORS® prepare opinions of real property value or price they must:

- 1) be knowledgeable about the type of property being valued,
- 2) have access to the information and resources necessary to

formulate an accurate opinion, and
3) be familiar with the area where the subject property is located unless lack of any of these is disclosed to the party requesting the opinion in advance.

When an opinion of value or price is prepared other than in pursuit of a listing or to assist a potential purchaser in formulating a purchase offer, the opinion shall include the following unless the party requesting the opinion requires a specific type of report or different data set:

- 1) identification of the subject property
- 2) date prepared
- 3) defined value or price
- 4) limiting conditions, including statements of purpose(s) and intended user(s)
- 5) any present or contemplated interest, including the possibility of representing the seller/landlord or buyers/tenants
- 6) basis for the opinion, including applicable market data
- 7) if the opinion is not an appraisal, a statement to that effect
- 8) disclosure of whether and when a physical inspection of the property’s exterior was conducted
- 9) disclosure of whether and when a physical inspection of the property’s interior was conducted
- 10) disclosure of whether the REALTOR® has any conflicts of interest (*Amended 1/14*)

• **Standard of Practice 11-2**

The obligations of the Code of Ethics in respect of real estate disciplines other than appraisal shall be interpreted and applied in accordance with the standards of competence and practice which clients and the public reasonably require to protect their rights and interests considering the complexity of the transaction, the availability of expert assistance, and, where the REALTOR® is an agent or subagent, the obligations of a fiduciary. (*Adopted 1/95*)

• **Standard of Practice 11-3**

When REALTORS® provide consultative services to clients which involve advice or counsel for a fee (not a commission), such advice shall be rendered in an objective manner and the fee shall not be contingent on the substance of the advice or counsel given. If brokerage or transaction services are to be provided in addition to consultative services, a separate compensation may be paid with prior agreement between the client and REALTOR®. (*Adopted 1/96*)

• **Standard of Practice 11-4**

The competency required by Article 11 relates to services contracted for between REALTORS® and their clients or customers; the duties expressly imposed by the Code of Ethics; and the duties imposed by law or regulation. (*Adopted 1/02*)

Article 12

REALTORS® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations. REALTORS®

shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional. *(Amended 1/08)*

• **Standard of Practice 12-1**

REALTORS® may use the term “free” and similar terms in their advertising and in other representations provided that all terms governing availability of the offered product or service are clearly disclosed at the same time. *(Amended 1/97)*

• **Standard of Practice 12-2**

REALTORS® may represent their services as “free” or without cost even if they expect to receive compensation from a source other than their client provided that the potential for the REALTOR® to obtain a benefit from a third party is clearly disclosed at the same time. *(Amended 1/97)*

• **Standard of Practice 12-3**

The offering of premiums, prizes, merchandise discounts or other inducements to list, sell, purchase, or lease is not, in itself, unethical even if receipt of the benefit is contingent on listing, selling, purchasing, or leasing through the REALTOR® making the offer. However, REALTORS® must exercise care and candor in any such advertising or other public or private representations so that any party interested in receiving or otherwise benefiting from the REALTOR®’s offer will have clear, thorough, advance understanding of all the terms and conditions of the offer. The offering of any inducements to do business is subject to the limitations and restrictions of state law and the ethical obligations established by any applicable Standard of Practice. *(Amended 1/95)*

• **Standard of Practice 12-4**

REALTORS® shall not offer for sale/lease or advertise property without authority. When acting as listing brokers or as subagents, REALTORS® shall not quote a price different from that agreed upon with the seller/landlord. *(Amended 1/93)*

• **Standard of Practice 12-5**

REALTORS® shall not advertise nor permit any person employed by or affiliated with them to advertise real estate services or listed property in any medium (e.g., electronically, print, radio, television, etc.) without disclosing the name of that REALTOR®’s firm in a reasonable and readily apparent manner either in the advertisement or in electronic advertising via a link to a display with all required disclosures. *(Adopted 11/86, Amended 1/16)*

• **Standard of Practice 12-6**

REALTORS®, when advertising unlisted real property for sale/lease in which they have an ownership interest, shall disclose their status as both owners/landlords and as REALTORS® or real estate licensees. *(Amended 1/93)*

• **Standard of Practice 12-7**

Only REALTORS® who participated in the transaction as the listing broker or cooperating broker (selling broker) may claim to have

“sold” the property. Prior to closing, a cooperating broker may post a “sold” sign only with the consent of the listing broker. *(Amended 1/96)*

• **Standard of Practice 12-8**

The obligation to present a true picture in representations to the public includes information presented, provided, or displayed on REALTORS® websites. REALTORS® shall use reasonable efforts to ensure that information on their websites is current. When it becomes apparent that information on a REALTOR®’s website is no longer current or accurate, REALTORS® shall promptly take corrective action. *(Adopted 1/07)*

• **Standard of Practice 12-9**

REALTOR® firm websites shall disclose the firm’s name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of REALTORS® and non-member licensees affiliated with a REALTOR® firm shall disclose the firm’s name and that REALTOR®’s or non-member licensee’s state(s) of licensure in a reasonable and readily apparent manner. *(Adopted 1/07)*

• **Standard of Practice 12-10**

REALTORS®’ obligation to present a true picture in their advertising and representations to the public includes Internet content posted, and the URLs and domain names they use, and prohibits REALTORS® from:

- 1) engaging in deceptive or unauthorized framing of real estate brokerage websites;
- 2) manipulating (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- 3) deceptively using metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic; or
- 4) presenting content developed by others without either attribution or without permission, or
- 5) to otherwise mislead consumers. *(Adopted 1/07, Amended 1/13)*

• **Standard of Practice 12-11**

REALTORS® intending to share or sell consumer information gathered via the Internet shall disclose that possibility in a reasonable and readily apparent manner. *(Adopted 1/07)*

• **Standard of Practice 12-12**

REALTORS® shall not:

- 1) use URLs or domain names that present less than a true picture, or
- 2) register URLs or domain names which, if used, would present less than a true picture. *(Adopted 1/08)*

• **Standard of Practice 12-13**

The obligation to present a true picture in advertising, marketing, and representations allows REALTORS® to use and display only professional designations, certifications, and other credentials to which they are legitimately entitled. *(Adopted 1/08)*

Article 13

REALTORS® shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained when the interest of any party to the transaction requires it.

Article 14

If charged with unethical practice or asked to present evidence or to cooperate in any other way, in any professional standards proceeding or investigation, REALTORS® shall place all pertinent facts before the proper tribunals of the Member Board or affiliated institute, society, or council in which membership is held and shall take no action to disrupt or obstruct such processes. *(Amended 1/99)*

- **Standard of Practice 14-1**

REALTORS® shall not be subject to disciplinary proceedings in more than one Board of REALTORS® or affiliated institute, society, or council in which they hold membership with respect to alleged violations of the Code of Ethics relating to the same transaction or event. *(Amended 1/95)*

- **Standard of Practice 14-2**

REALTORS® shall not make any unauthorized disclosure or dissemination of the allegations, findings, or decision developed in connection with an ethics hearing or appeal or in connection with an arbitration hearing or procedural review. *(Amended 1/92)*

- **Standard of Practice 14-3**

REALTORS® shall not obstruct the Board's investigative or professional standards proceedings by instituting or threatening to institute actions for libel, slander, or defamation against any party to a professional standards proceeding or their witnesses based on the filing of an arbitration request, an ethics complaint, or testimony given before any tribunal. *(Adopted 11/87, Amended 1/99)*

- **Standard of Practice 14-4**

REALTORS® shall not intentionally impede the Board's investigative or disciplinary proceedings by filing multiple ethics complaints based on the same event or transaction. *(Adopted 11/88)*

Duties to REALTORS®

Article 15

REALTORS® shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. *(Amended 1/12)*

- **Standard of Practice 15-1**

REALTORS® shall not knowingly or recklessly file false or unfounded ethics complaints. *(Adopted 1/00)*

- **Standard of Practice 15-2**

The obligation to refrain from making false or misleading

statements about other real estate professionals, their businesses, and their business practices includes the duty to not knowingly or recklessly publish, repeat, retransmit, or republish false or misleading statements made by others. This duty applies whether false or misleading statements are repeated in person, in writing, by technological means (e.g., the Internet), or by any other means. *(Adopted 1/07, Amended 1/12)*

- **Standard of Practice 15-3**

The obligation to refrain from making false or misleading statements about other real estate professionals, their businesses, and their business practices includes the duty to publish a clarification about or to remove statements made by others on electronic media the REALTOR® controls once the REALTOR® knows the statement is false or misleading. *(Adopted 1/10, Amended 1/12)*

Article 16

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

- **Standard of Practice 16-1**

Article 16 is not intended to prohibit aggressive or innovative business practices which are otherwise ethical and does not prohibit disagreements with other REALTORS® involving commission, fees, compensation or other forms of payment or expenses. *(Adopted 1/93, Amended 1/95)*

- **Standard of Practice 16-2**

Article 16 does not preclude REALTORS® from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another REALTOR®. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this standard. *(Amended 1/04)*

Article 16 is intended to recognize as unethical two basic types of solicitations:

First, telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another REALTOR® and

Second, mail or other forms of written solicitations of prospects whose properties are exclusively listed with another REALTOR® when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information required by Article 3 and Multiple Listing Service rules to be made available to other REALTORS® under offers of subagency or cooperation. *(Amended 1/04)*

- **Standard of Practice 16-3**

Article 16 does not preclude REALTORS® from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other REALTORS® to whom such offers to provide services may be made. *(Amended 1/04)*

- **Standard of Practice 16-4**

REALTORS® shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the REALTOR®, refuses to disclose the expiration date and nature of such listing, i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client, the REALTOR® may contact the owner to secure such information and may discuss the terms upon which the REALTOR® might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing. *(Amended 1/94)*

- **Standard of Practice 16-5**

REALTORS® shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a REALTOR®, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the REALTOR® may contact the buyer/tenant to secure such information and may discuss the terms upon which the REALTOR® might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. *(Adopted 1/94, Amended 1/98)*

- **Standard of Practice 16-6**

When REALTORS® are contacted by the client of another REALTOR® regarding the creation of an exclusive relationship to provide the same type of service, and REALTORS® have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. *(Amended 1/98)*

- **Standard of Practice 16-7**

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

- **Standard of Practice 16-8**

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

- **Standard of Practice 16-9**

REALTORS®, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. *(Amended 1/04)*

- **Standard of Practice 16-10**

REALTORS®, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. *(Amended 1/04)*

- **Standard of Practice 16-11**

On unlisted property, REALTORS® acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. *(Amended 1/04)*

REALTORS® shall make any request for anticipated compensation from the seller/landlord at first contact. *(Amended 1/98)*

- **Standard of Practice 16-12**

REALTORS®, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. *(Amended 1/04)*

- **Standard of Practice 16-13**

All dealings concerning property exclusively listed, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, REALTORS® shall ask prospects whether they are a party to any exclusive representation agreement. REALTORS® shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. *(Adopted 1/93, Amended 1/04)*

- **Standard of Practice 16-14**

REALTORS® are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. *(Amended 1/98)*

- **Standard of Practice 16-15**

In cooperative transactions REALTORS® shall compensate cooperating REALTORS® (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other REALTORS® without the prior express knowledge and consent of the cooperating broker.

- **Standard of Practice 16-16**

REALTORS®, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. *(Amended 1/04)*

- **Standard of Practice 16-17**

REALTORS®, acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. *(Amended 1/04)*

- **Standard of Practice 16-18**

REALTORS® shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. *(Amended 1/02)*

- **Standard of Practice 16-19**

Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord. *(Amended 1/93)*

- **Standard of Practice 16-20**

REALTORS®, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude REALTORS® (principals) from establishing agreements with their associated licensees governing assignability of exclusive agreements. *(Adopted 1/98, Amended 1/10)*

Article 17

In the event of contractual disputes or specific non-contractual disputes as defined in Standard of Practice 17-4 between REALTORS® (principals) associated with different firms, arising out of their relationship as REALTORS®, the REALTORS® shall mediate the dispute if the Board requires its members to mediate. If the dispute is not resolved through mediation, or if mediation is not required, REALTORS® shall submit the dispute to arbitration in accordance with the policies of the Board rather than litigate the matter.

In the event clients of REALTORS® wish to mediate or arbitrate contractual disputes arising out of real estate transactions,

REALTORS® shall mediate or arbitrate those disputes in accordance with the policies of the Board, provided the clients agree to be bound by any resulting agreement or award.

The obligation to participate in mediation and arbitration contemplated by this Article includes the obligation of REALTORS® (principals) to cause their firms to mediate and arbitrate and be bound by any resulting agreement or award. *(Amended 1/12)*

- **Standard of Practice 17-1**

The filing of litigation and refusal to withdraw from it by REALTORS® in an arbitrable matter constitutes a refusal to arbitrate. *(Adopted 2/86)*

- **Standard of Practice 17-2**

Article 17 does not require REALTORS® to mediate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to mediate through the Board's facilities. The fact that all parties decline to participate in mediation does not relieve REALTORS® of the duty to arbitrate.

Article 17 does not require REALTORS® to arbitrate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to arbitrate before the Board. *(Amended 1/12)*

- **Standard of Practice 17-3**

REALTORS®, when acting solely as principals in a real estate transaction, are not obligated to arbitrate disputes with other REALTORS® absent a specific written agreement to the contrary. *(Adopted 1/96)*

- **Standard of Practice 17-4**

Specific non-contractual disputes that are subject to arbitration pursuant to Article 17 are:

- 1) Where a listing broker has compensated a cooperating broker and another cooperating broker subsequently claims to be the procuring cause of the sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the listing broker and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. *(Adopted 1/97, Amended 1/07)*

- 2) Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed

by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the seller or landlord and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. *(Adopted 1/97, Amended 1/07)*

- 3) Where a buyer or tenant representative is compensated by the buyer or tenant and, as a result, the listing broker reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. *(Adopted 1/97)*
- 4) Where two or more listing brokers claim entitlement to compensation pursuant to open listings with a seller or landlord who agrees to participate in arbitration (or who requests arbitration) and who agrees to be bound by the decision. In cases where one of the listing brokers has been compensated by the seller or landlord, the other listing broker, as complainant, may name the first listing broker as respondent and arbitration may proceed between the brokers. *(Adopted 1/97)*
- 5) Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, claims to be the procuring cause of sale or lease. In such cases arbitration shall be between the listing broker and the buyer or tenant representative and the amount in dispute is limited to the amount of the reduction of commission to which the listing broker agreed. *(Adopted 1/05)*

- **Standard of Practice 17-5**

The obligation to arbitrate established in Article 17 includes disputes between REALTORS® (principals) in different states in instances where, absent an established inter-association arbitration agreement, the REALTOR® (principal) requesting arbitration agrees to submit to the jurisdiction of, travel to, participate in, and be bound by any resulting award rendered in arbitration conducted by the respondent(s) REALTOR®'s association, in instances where the respondent(s) REALTOR®'s association determines that an arbitrable issue exists. *(Adopted 1/07)*

Explanatory Notes

The reader should be aware of the following policies which have been approved by the Board of Directors of the National Association:

In filing a charge of an alleged violation of the Code of Ethics by a REALTOR®, the charge must read as an alleged violation of one or more Articles of the Code. Standards of Practice may be cited in support of the charge.

The Standards of Practice serve to clarify the ethical obligations imposed by the various Articles and supplement, and do not substitute for, the Case Interpretations in *Interpretations of the Code of Ethics*.

Modifications to existing Standards of Practice and additional new Standards of Practice are approved from time to time. Readers are cautioned to ensure that the most recent publications are utilized.



Also includes input fields for Condominium and Townhouse Categories on last few pages
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North Texas Real Estate Information Systems, Inc.

Residential Data Input Form

LISTING INFORMATION

<p>* Property Type</p> <p><input type="checkbox"/> RES – Condo</p> <p><input type="checkbox"/> RES – Farm/Ranch</p> <p><input type="checkbox"/> RES – Half Duplex</p> <p><input type="checkbox"/> RES – Single Family</p> <p><input type="checkbox"/> RES – Townhouse</p> <p>* Listing Type</p> <p><input type="checkbox"/> EA with Reservations</p> <p><input type="checkbox"/> ER with Reservations</p> <p><input type="checkbox"/> Exclusive Agency</p> <p><input type="checkbox"/> Exclusive Right to Sell/Lease</p> <p>* Transaction Type</p> <p><input type="checkbox"/> For Sale</p> <p><input type="checkbox"/> For Sale/Lease</p> <p>Lease MLS #</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>* Housing Type</p> <p><input type="checkbox"/> Apartment</p> <p><input type="checkbox"/> Attached or 1/2 Duplex</p> <p><input type="checkbox"/> Condo/Townhome</p> <p><input type="checkbox"/> Designated Historical Home</p> <p><input type="checkbox"/> Doublewide Mobile w/Land</p> <p><input type="checkbox"/> Farm/Ranch House</p> <p><input type="checkbox"/> Garden/Zero Lot Line</p> <p><input type="checkbox"/> Hi Rise</p> <p><input type="checkbox"/> Historical/Conservation Dist.</p> <p><input type="checkbox"/> Interval Ownership</p> <p><input type="checkbox"/> Lake House</p> <p><input type="checkbox"/> Log Cabin</p> <p><input type="checkbox"/> Manufactured (certificate exch)</p> <p><input type="checkbox"/> Resort Property</p> <p><input type="checkbox"/> Single Detached</p> <p><input type="checkbox"/> Singlewide Mobile w/Land</p> <p><input type="checkbox"/> Underground</p> <p><input type="checkbox"/> Vacation Home</p>	<p>Style of House</p> <p><input type="checkbox"/> A-Frame</p> <p><input type="checkbox"/> Colonial</p> <p><input type="checkbox"/> Contemporary/Modern</p> <p><input type="checkbox"/> Craftsman</p> <p><input type="checkbox"/> Early American</p> <p><input type="checkbox"/> English</p> <p><input type="checkbox"/> French</p> <p><input type="checkbox"/> Geo/Dome</p> <p><input type="checkbox"/> Loft</p> <p><input type="checkbox"/> Mediterranean</p> <p><input type="checkbox"/> Mid-Century Modern</p> <p><input type="checkbox"/> Oriental</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Prairie</p> <p><input type="checkbox"/> Ranch</p> <p><input type="checkbox"/> Southwestern</p> <p><input type="checkbox"/> Spanish</p> <p><input type="checkbox"/> Split Level</p> <p><input type="checkbox"/> Studio</p> <p><input type="checkbox"/> Traditional</p> <p><input type="checkbox"/> Tudor</p> <p><input type="checkbox"/> Victorian</p> <p>* Construction Status</p> <p><input type="checkbox"/> New Construction - Complete</p> <p><input type="checkbox"/> New Construction - Incomplete</p> <p><input type="checkbox"/> Preowned</p> <p><input type="checkbox"/> Proposed</p> <p><input type="checkbox"/> Unknown</p>	<p>* Construction</p> <p><input type="checkbox"/> Block</p> <p><input type="checkbox"/> Brick</p> <p><input type="checkbox"/> Common Wall</p> <p><input type="checkbox"/> Concrete</p> <p><input type="checkbox"/> Fiber Cement</p> <p><input type="checkbox"/> Frame/Brick Trim</p> <p><input type="checkbox"/> Glass</p> <p><input type="checkbox"/> Log</p> <p><input type="checkbox"/> Metal</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Rock/Stone</p> <p><input type="checkbox"/> Siding</p> <p><input type="checkbox"/> Steel</p> <p><input type="checkbox"/> Stucco</p> <p><input type="checkbox"/> Tilt Wall</p> <p><input type="checkbox"/> Vinyl Siding</p> <p><input type="checkbox"/> Wood</p> <p>* Will Subdivide</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Subdivided</p> <p><input type="checkbox"/> Yes</p>	<p>* List Price</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>* List Date</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>* Expire Date</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>* Year Built</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>* Sqft</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>* Sqft Source</p> <p><input type="checkbox"/> Appraiser</p> <p><input type="checkbox"/> Building Plan</p> <p><input type="checkbox"/> Other Documentation</p> <p><input type="checkbox"/> Owner</p> <p><input type="checkbox"/> Tax</p> <p>* Parcel ID</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>* Multi Parcel ID</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Accessory Unit</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Accessory Unit Type</p> <p><input type="checkbox"/> Guest Quarters</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Pool House</p>
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LOCATION INFORMATION

* Street/Box Number	Street Direction	* Street Name	Street Type	Street Directional Suffix
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
* County	* City	* State	* Zip	Zip + 4
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Lot	Block	* Subdivision	Lake Name	Unit #
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
* Area	Planned Development			
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
* Sub Area	Additional Legal			
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			



Also includes input fields for Condominium and Townhouse Categories on last few pages
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Residential Data Input Form

SCHOOL INFORMATION

*School District

Intermediate School

Primary School

Junior High School

Elementary School

High School

Middle School

Senior High School

ROOM DETAILS

* # of Bedrooms

* # Full Baths

* # Half Baths

* # Stories

* # Living Areas

* # Dining Areas

Master Bedroom

Lvl

Length

Width

Features

- Cedar Closet
- Coffee Bar
- Custom Closet System
- Dual Master Baths
- Dual Sinks
- Fireplace in Master
- Garden Tub
- Hollywood Bath
- Jetted Tub
- Laundry Chute
- Linen Closet
- Medicine Cabinet
- Separate Shower
- Separate Vanities
- Shower Body Sprays
- Sitting Area in Master
- Steam Shower
- Walk-in Closets

2nd Master Bedroom

Lvl

Length

Width

Features

- Cedar Closet
- Coffee Bar
- Custom Closet System
- Dual Master Baths
- Dual Sinks
- Fireplace in Master
- Garden Tub
- Hollywood Bath
- Jetted Tub
- Laundry Chute
- Linen Closet
- Medicine Cabinet
- Separate Shower
- Separate Vanities
- Shower Body Sprays
- Sitting Area in Master
- Steam Shower
- Walk-in Closets



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ROOM DETAILS

Bedroom	Lvl <input type="text"/>	Length <input type="text"/>	Width <input type="text"/>	Features <input type="checkbox"/> Built-in Cabinets <input type="checkbox"/> Cedar Closet <input type="checkbox"/> Custom Closet System <input type="checkbox"/> Split Bedrooms <input type="checkbox"/> Walk-in Closets
Bedroom	Lvl <input type="text"/>	Length <input type="text"/>	Width <input type="text"/>	Features <input type="checkbox"/> Built-in Cabinets <input type="checkbox"/> Cedar Closet <input type="checkbox"/> Custom Closet System <input type="checkbox"/> Split Bedrooms <input type="checkbox"/> Walk-in Closets
Bedroom	Lvl <input type="text"/>	Length <input type="text"/>	Width <input type="text"/>	Features <input type="checkbox"/> Built-in Cabinets <input type="checkbox"/> Cedar Closet <input type="checkbox"/> Custom Closet System <input type="checkbox"/> Split Bedrooms <input type="checkbox"/> Walk-in Closets
Bedroom	Lvl <input type="text"/>	Length <input type="text"/>	Width <input type="text"/>	Features <input type="checkbox"/> Built-in Cabinets <input type="checkbox"/> Cedar Closet <input type="checkbox"/> Custom Closet System <input type="checkbox"/> Split Bedrooms <input type="checkbox"/> Walk-in Closets
Full Bath	Lvl <input type="text"/>	Length <input type="text"/>	Width <input type="text"/>	Features <input type="checkbox"/> Bidet <input type="checkbox"/> Built-in Cabinets <input type="checkbox"/> Concrete Countertop <input type="checkbox"/> Corian/Corian Type Countertop <input type="checkbox"/> Double Shower <input type="checkbox"/> Drip/Dry Area <input type="checkbox"/> Dual Master Baths <input type="checkbox"/> Dual Sinks <input type="checkbox"/> Garden Tub <input type="checkbox"/> Granite/Granite Type Countertop <input type="checkbox"/> Hollywood Bath <input type="checkbox"/> Jack & Jill Bath <input type="checkbox"/> Jetted Tub <input type="checkbox"/> Laundry Chute <input type="checkbox"/> Linen Closet <input type="checkbox"/> Medicine Cabinet <input type="checkbox"/> Separate Shower <input type="checkbox"/> Separate Vanities <input type="checkbox"/> Shower Body Sprays <input type="checkbox"/> Steam Shower <input type="checkbox"/> Tile Countertops
Full Bath	Lvl <input type="text"/>	Length <input type="text"/>	Width <input type="text"/>	Features <input type="checkbox"/> Bidet <input type="checkbox"/> Built-in Cabinets <input type="checkbox"/> Concrete Countertop <input type="checkbox"/> Corian/Corian Type Countertop <input type="checkbox"/> Double Shower <input type="checkbox"/> Drip/Dry Area <input type="checkbox"/> Dual Master Baths <input type="checkbox"/> Dual Sinks <input type="checkbox"/> Garden Tub <input type="checkbox"/> Granite/Granite Type Countertop <input type="checkbox"/> Hollywood Bath <input type="checkbox"/> Jack & Jill Bath <input type="checkbox"/> Jetted Tub <input type="checkbox"/> Laundry Chute <input type="checkbox"/> Linen Closet <input type="checkbox"/> Medicine Cabinet <input type="checkbox"/> Separate Shower <input type="checkbox"/> Separate Vanities <input type="checkbox"/> Shower Body Sprays <input type="checkbox"/> Steam Shower <input type="checkbox"/> Tile Countertops



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FEATURES

<p>* Interior Features</p> <p><input type="checkbox"/> Bay Windows</p> <p><input type="checkbox"/> Built-in Wine Cooler</p> <p><input type="checkbox"/> Cable TV Available</p> <p><input type="checkbox"/> Central Vac</p> <p><input type="checkbox"/> Decorative Lighting</p> <p><input type="checkbox"/> Dry Bar</p> <p><input type="checkbox"/> Electric Shades</p> <p><input type="checkbox"/> Elevator</p> <p><input type="checkbox"/> Flat Screen Wiring</p> <p><input type="checkbox"/> High Speed Internet Available</p> <p><input type="checkbox"/> Intercom</p> <p><input type="checkbox"/> Loft</p> <p><input type="checkbox"/> Multiple Staircases</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Paneling</p> <p><input type="checkbox"/> Plantation Shutters</p> <p><input type="checkbox"/> Skylights</p> <p><input type="checkbox"/> Smart Home System</p> <p><input type="checkbox"/> Sound System Wiring</p> <p><input type="checkbox"/> Vaulted Ceilings</p> <p><input type="checkbox"/> Wainscoting</p> <p><input type="checkbox"/> Water Filter</p> <p><input type="checkbox"/> Water Purifier</p> <p><input type="checkbox"/> Water Softener</p> <p><input type="checkbox"/> Wet Bar</p> <p><input type="checkbox"/> Window Coverings</p> <p>* Alarm/Security Y/N</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Alarm/Security Type</p> <p><input type="checkbox"/> Burglar</p> <p><input type="checkbox"/> Carbon Monoxide Detector</p> <p><input type="checkbox"/> Exterior Security Light(s)</p> <p><input type="checkbox"/> Fire Sprinkler System</p> <p><input type="checkbox"/> Fire/Smoke</p> <p><input type="checkbox"/> Firewall(s)</p> <p><input type="checkbox"/> Leased</p> <p><input type="checkbox"/> Monitored</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Owned</p> <p><input type="checkbox"/> Pre-Wired</p> <p><input type="checkbox"/> Smoke Detector</p> <p><input type="checkbox"/> Unknown</p> <p><input type="checkbox"/> Wireless</p> <p>* Roof</p> <p><input type="checkbox"/> Built-Up</p> <p><input type="checkbox"/> Composition</p> <p><input type="checkbox"/> Concrete</p> <p><input type="checkbox"/> Fiber Cement</p> <p><input type="checkbox"/> Metal</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Overlay</p> <p><input type="checkbox"/> Shake Metal</p> <p><input type="checkbox"/> Tar/Gravel</p> <p><input type="checkbox"/> Tile/Slate</p> <p><input type="checkbox"/> Wood Shake</p> <p><input type="checkbox"/> Wood Shingle</p> <p>* Kitchen Equipment</p> <p><input type="checkbox"/> Built-in Coffee Maker</p> <p><input type="checkbox"/> Built-in Compactor</p> <p><input type="checkbox"/> Built-in Icemaker</p> <p><input type="checkbox"/> Built-in Microwave</p> <p><input type="checkbox"/> Built-in Refrigerator/Freezer</p> <p><input type="checkbox"/> Commercial Grade Range</p> <p><input type="checkbox"/> Commercial Grade Vent</p> <p><input type="checkbox"/> Convection Oven</p> <p><input type="checkbox"/> Cooktop - Electric</p> <p><input type="checkbox"/> Cooktop - Gas</p> <p><input type="checkbox"/> Dishwasher</p> <p><input type="checkbox"/> Disposal</p> <p><input type="checkbox"/> Double Oven</p> <p><input type="checkbox"/> Drop in Range/Oven - Gas</p> <p><input type="checkbox"/> Dryer</p> <p><input type="checkbox"/> Dual Dishwashers</p> <p><input type="checkbox"/> Dual Fuel Range</p>	<p><input type="checkbox"/> Indoor Grill</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Oven - Electric</p> <p><input type="checkbox"/> Oven - Gas</p> <p><input type="checkbox"/> Plumbed For Gas in Kitchen</p> <p><input type="checkbox"/> Range/Oven - Electric</p> <p><input type="checkbox"/> Range/Oven - Gas</p> <p><input type="checkbox"/> Refrigerator</p> <p><input type="checkbox"/> Vent Mechanism</p> <p><input type="checkbox"/> Warmer Oven Drawer</p> <p><input type="checkbox"/> Washer</p> <p><input type="checkbox"/> Water Line to Refrigerator</p> <p>* Pool on Property</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Pool Features</p> <p><input type="checkbox"/> Above Ground</p> <p><input type="checkbox"/> Attached Spa</p> <p><input type="checkbox"/> Cabana</p> <p><input type="checkbox"/> Cleaning System</p> <p><input type="checkbox"/> Custom Cover</p> <p><input type="checkbox"/> Diving</p> <p><input type="checkbox"/> Heated</p> <p><input type="checkbox"/> In Ground Fiberglass</p> <p><input type="checkbox"/> In Ground Gunite</p> <p><input type="checkbox"/> In Ground Vinyl</p> <p><input type="checkbox"/> Indoor</p> <p><input type="checkbox"/> Infinity Edge</p> <p><input type="checkbox"/> Lap Pool</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Play Pool</p> <p><input type="checkbox"/> Pool Perimeter Fence</p> <p><input type="checkbox"/> Saltwater Pool</p> <p><input type="checkbox"/> Separate Spa/Hot Tub</p> <p><input type="checkbox"/> Water Feature</p> <p>* Handicap Y/N</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Handicap Amenities</p> <p><input type="checkbox"/> Elevator</p> <p><input type="checkbox"/> Hand Rails</p> <p><input type="checkbox"/> Lower Fixtures</p> <p><input type="checkbox"/> Meets ADA Requirements</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Ramp</p> <p><input type="checkbox"/> Wheelchair Access</p> <p><input type="checkbox"/> Wide Doorways</p> <p>* Flooring</p> <p><input type="checkbox"/> Brick/Adobe</p> <p><input type="checkbox"/> Carpet</p> <p><input type="checkbox"/> Ceramic Tile</p> <p><input type="checkbox"/> Concrete</p> <p><input type="checkbox"/> Laminate</p> <p><input type="checkbox"/> Marble</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Parquet</p> <p><input type="checkbox"/> Slate</p> <p><input type="checkbox"/> Stone</p> <p><input type="checkbox"/> Terrazzo</p> <p><input type="checkbox"/> Vinyl</p> <p><input type="checkbox"/> Wood</p> <p><input type="checkbox"/> Wood Under Carpet</p>	<p>* # Carport Spaces</p> <p><input type="text"/></p> <p>* # Garage Spaces</p> <p><input type="text"/></p> <p>Garage Length</p> <p><input type="text"/></p> <p>Garage Width</p> <p><input type="text"/></p> <p>* Total Parking</p> <p><input type="text"/></p> <p>* # Fireplaces</p> <p><input type="text"/></p> <p>Fireplaces Features</p> <p><input type="checkbox"/> Blower Fan</p> <p><input type="checkbox"/> Brick</p> <p><input type="checkbox"/> Decorative</p> <p><input type="checkbox"/> Direct Vent</p> <p><input type="checkbox"/> Electric</p> <p><input type="checkbox"/> Freestanding</p> <p><input type="checkbox"/> Gas Logs</p> <p><input type="checkbox"/> Gas Starter</p> <p><input type="checkbox"/> Insert</p> <p><input type="checkbox"/> Masonry Box</p> <p><input type="checkbox"/> Metal Box</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> See Through Fireplace</p> <p><input type="checkbox"/> Stone</p> <p><input type="checkbox"/> Wood Burning</p> <p>* Foundation</p> <p><input type="checkbox"/> Basement</p> <p><input type="checkbox"/> Bois D'Arc Post</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Pier & Beam</p> <p><input type="checkbox"/> Pier & Beam Slab</p> <p><input type="checkbox"/> Pilings</p> <p><input type="checkbox"/> Slab</p> <p>* Parking Features</p> <p><input type="checkbox"/> Area Assigned</p> <p><input type="checkbox"/> Assigned Garage</p> <p><input type="checkbox"/> Assigned Spaces</p> <p><input type="checkbox"/> Attached</p> <p><input type="checkbox"/> Circle Drive</p> <p><input type="checkbox"/> Common Garage</p> <p><input type="checkbox"/> Common Lot</p> <p><input type="checkbox"/> Covered</p> <p><input type="checkbox"/> Detached</p> <p><input type="checkbox"/> Fence Assigned Lot</p> <p><input type="checkbox"/> Fenced Open Lot</p> <p><input type="checkbox"/> Front</p> <p><input type="checkbox"/> Garage</p> <p><input type="checkbox"/> Garage Conversion</p> <p><input type="checkbox"/> Garage Door Opener</p> <p><input type="checkbox"/> Garage Under Building</p> <p><input type="checkbox"/> Golf Cart Garage</p> <p><input type="checkbox"/> Has Sink in Garage</p> <p><input type="checkbox"/> Individual Carport</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> On Street</p> <p><input type="checkbox"/> Open</p> <p><input type="checkbox"/> Open and Unassigned Garage</p> <p><input type="checkbox"/> Opener</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Other Parking/Garage</p>	<p><input type="checkbox"/> Outside Entry</p> <p><input type="checkbox"/> Oversized</p> <p><input type="checkbox"/> Pay Parking Garage</p> <p><input type="checkbox"/> Pay Parking Lot</p> <p><input type="checkbox"/> Porte-Cochere</p> <p><input type="checkbox"/> Rear</p> <p><input type="checkbox"/> Shared Carport</p> <p><input type="checkbox"/> Shared Garage</p> <p><input type="checkbox"/> Side</p> <p><input type="checkbox"/> Swing Drive</p> <p><input type="checkbox"/> Tandem Style</p> <p><input type="checkbox"/> Unassigned Spaces</p> <p><input type="checkbox"/> Uncovered</p> <p><input type="checkbox"/> Workbench</p> <p>Common Features</p> <p><input type="checkbox"/> Boat Ramp</p> <p><input type="checkbox"/> Campground</p> <p><input type="checkbox"/> Club House</p> <p><input type="checkbox"/> Comm. Sprinkler System</p> <p><input type="checkbox"/> Common Elevator</p> <p><input type="checkbox"/> Community Dock</p> <p><input type="checkbox"/> Community Pool</p> <p><input type="checkbox"/> Gated Entrance</p> <p><input type="checkbox"/> Golf</p> <p><input type="checkbox"/> Greenbelt</p> <p><input type="checkbox"/> Guarded Entrance</p> <p><input type="checkbox"/> Hangar</p> <p><input type="checkbox"/> Horse Facilities</p> <p><input type="checkbox"/> Jogging Path/Bike Path</p> <p><input type="checkbox"/> Landing Strip</p> <p><input type="checkbox"/> Laundry</p> <p><input type="checkbox"/> Marina</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Park</p> <p><input type="checkbox"/> Perimeter Fencing</p> <p><input type="checkbox"/> Playground</p> <p><input type="checkbox"/> Private Lake/Pond</p> <p><input type="checkbox"/> Public Hangar</p> <p><input type="checkbox"/> Racquet Ball</p> <p><input type="checkbox"/> RV Parking</p> <p><input type="checkbox"/> Sauna</p> <p><input type="checkbox"/> Spa</p> <p><input type="checkbox"/> Tennis</p> <p>Special Notes</p> <p><input type="checkbox"/> Aerial Photo</p> <p><input type="checkbox"/> Affordable Housing</p> <p><input type="checkbox"/> Build to Suit</p> <p><input type="checkbox"/> Deed Restrictions</p> <p><input type="checkbox"/> Deep Hole Test</p> <p><input type="checkbox"/> Environ. Study Complete</p> <p><input type="checkbox"/> Feasibility Study Available</p> <p><input type="checkbox"/> Flood Plain</p> <p><input type="checkbox"/> Flowage Easement</p> <p><input type="checkbox"/> Highline</p> <p><input type="checkbox"/> Historical</p> <p><input type="checkbox"/> HUD</p> <p><input type="checkbox"/> Inland/Wetland Restrictions</p> <p><input type="checkbox"/> Meets ADA Guidelines</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Owner/Agent</p> <p><input type="checkbox"/> Perc Test</p> <p><input type="checkbox"/> Phase I Complete</p> <p><input type="checkbox"/> Phase II Complete</p> <p><input type="checkbox"/> Pipeline</p> <p><input type="checkbox"/> Res. Service Contract</p> <p><input type="checkbox"/> Right of First Refusal</p> <p><input type="checkbox"/> Section 8 Qualified</p> <p><input type="checkbox"/> Senior/Adult Living Community</p> <p><input type="checkbox"/> Special Assessments</p> <p><input type="checkbox"/> Special Contracts/Provisions</p> <p><input type="checkbox"/> Survey Available</p> <p><input type="checkbox"/> Utility Easement</p> <p><input type="checkbox"/> Verify Flood Insurance</p> <p><input type="checkbox"/> Verify Rollback Tax</p> <p><input type="checkbox"/> Verify Tax Exemptions</p>
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North Texas Real Estate Information Systems, Inc.

Residential Data Input Form

LOT/UTILITY/ENVIRONMENT

<p>Acres <input type="text"/></p> <p>Lot Dimensions <input type="text"/></p> <p>* Lot Size/Acreage</p> <p><input type="checkbox"/> Less Than .5 Acre (not Zero)</p> <p><input type="checkbox"/> .5 Acre to .99 Acre</p> <p><input type="checkbox"/> 1 Acre to 2.99 Acres</p> <p><input type="checkbox"/> 3 Acres to 4.99 Acres</p> <p><input type="checkbox"/> 5 Acres to 9.99 Acres</p> <p><input type="checkbox"/> 10 Acres to 49.99 Acres</p> <p><input type="checkbox"/> 50 Acres to 99.99 Acres</p> <p><input type="checkbox"/> 100+ Acres</p> <p><input type="checkbox"/> Condo/Townhome Lot</p> <p><input type="checkbox"/> Zero Lot</p> <p>Easements</p> <p><input type="checkbox"/> Access</p> <p><input type="checkbox"/> Drainage</p> <p><input type="checkbox"/> Electric</p> <p><input type="checkbox"/> Natural Gas</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Pipe Line</p> <p><input type="checkbox"/> Telephone</p> <p><input type="checkbox"/> Utilities</p> <p><input type="checkbox"/> Water Lines</p> <p>Lot Description</p> <p><input type="checkbox"/> Acreage</p> <p><input type="checkbox"/> Adjacent to Greenbelt</p> <p><input type="checkbox"/> Airstrip</p> <p><input type="checkbox"/> Canal (Man Made)</p> <p><input type="checkbox"/> Corner</p> <p><input type="checkbox"/> Creek</p> <p><input type="checkbox"/> Cul De Sac</p> <p><input type="checkbox"/> Cultivated</p> <p><input type="checkbox"/> Golf Course Lot</p> <p><input type="checkbox"/> Greenbelt</p> <p><input type="checkbox"/> Heavily Treed</p> <p><input type="checkbox"/> Horses Permitted</p> <p><input type="checkbox"/> Interior Lot</p> <p><input type="checkbox"/> Irregular</p> <p><input type="checkbox"/> Lake Front</p> <p><input type="checkbox"/> Lake Front - Main Body</p> <p><input type="checkbox"/> Landscaped</p> <p><input type="checkbox"/> Leasehold</p> <p><input type="checkbox"/> Lrg. Backyard Grass</p> <p><input type="checkbox"/> No Backyard Grass</p> <p><input type="checkbox"/> Park View</p> <p><input type="checkbox"/> Partially Cultivated</p> <p><input type="checkbox"/> Pasture</p> <p><input type="checkbox"/> River Front</p> <p><input type="checkbox"/> Some Trees</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Tank/Pond</p> <p><input type="checkbox"/> Taxi-way</p> <p><input type="checkbox"/> Undivided</p> <p><input type="checkbox"/> Water/Lake View</p> <p>Type of Fence</p> <p><input type="checkbox"/> Automatic Gate</p> <p><input type="checkbox"/> Barbed Wire</p> <p><input type="checkbox"/> Brick</p> <p><input type="checkbox"/> Chain Link</p> <p><input type="checkbox"/> Cross Fenced</p> <p><input type="checkbox"/> Dog Run</p>	<p><input type="checkbox"/> Iron</p> <p><input type="checkbox"/> Metal</p> <p><input type="checkbox"/> Net</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Partially Fenced</p> <p><input type="checkbox"/> Pipe</p> <p><input type="checkbox"/> Rail</p> <p><input type="checkbox"/> Rock/Stone</p> <p><input type="checkbox"/> Slick/Smooth Wire</p> <p><input type="checkbox"/> Vinyl</p> <p><input type="checkbox"/> Wood</p> <p>Exterior Features</p> <p><input type="checkbox"/> Arena</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Attached Grill</p> <p><input type="checkbox"/> Balcony</p> <p><input type="checkbox"/> Boat Dock w/Lift</p> <p><input type="checkbox"/> Boat Dock w/Slip</p> <p><input type="checkbox"/> Covered Deck</p> <p><input type="checkbox"/> Covered Porch(es)</p> <p><input type="checkbox"/> Deck</p> <p><input type="checkbox"/> Equestrian Center</p> <p><input type="checkbox"/> Gardens</p> <p><input type="checkbox"/> Gazebo/Pergola</p> <p><input type="checkbox"/> Greenhouse</p> <p><input type="checkbox"/> Guest Quarters</p> <p><input type="checkbox"/> Gutters</p> <p><input type="checkbox"/> Lighting System</p> <p><input type="checkbox"/> Mosquito Mist System</p> <p><input type="checkbox"/> Outdoor Fireplace/Pit</p> <p><input type="checkbox"/> Outdoor Living Center</p> <p><input type="checkbox"/> Patio Covered</p> <p><input type="checkbox"/> Patio Open</p> <p><input type="checkbox"/> Private Hangar</p> <p><input type="checkbox"/> Private Landing Strip</p> <p><input type="checkbox"/> Roof Top Deck/Patio</p> <p><input type="checkbox"/> RV/Boat Parking</p> <p><input type="checkbox"/> Satellite Dish</p> <p><input type="checkbox"/> Separate Entry Quarters</p> <p><input type="checkbox"/> Sport Court</p> <p><input type="checkbox"/> Sprinkler System</p> <p><input type="checkbox"/> Stable/Barn</p> <p><input type="checkbox"/> Storage Building</p> <p><input type="checkbox"/> Storm Cellar</p> <p><input type="checkbox"/> Tennis Court(s)</p> <p><input type="checkbox"/> Workshop</p> <p><input type="checkbox"/> Workshop w/Electric</p> <p>Soil</p> <p><input type="checkbox"/> Black</p> <p><input type="checkbox"/> Clay</p> <p><input type="checkbox"/> Fill</p> <p><input type="checkbox"/> Limestone</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Rock/Shale</p> <p><input type="checkbox"/> Sandy Loam</p> <p><input type="checkbox"/> Unknown</p> <p>Restrictions</p> <p><input type="checkbox"/> Agricultural</p> <p><input type="checkbox"/> Animals</p> <p><input type="checkbox"/> Architectural</p> <p><input type="checkbox"/> Building</p> <p><input type="checkbox"/> Deed</p> <p><input type="checkbox"/> Development</p> <p><input type="checkbox"/> Easement(s)</p> <p><input type="checkbox"/> Health Department</p>	<p><input type="checkbox"/> Hi Line</p> <p><input type="checkbox"/> Inland - Wetland Restr.</p> <p><input type="checkbox"/> Lease While on Market</p> <p><input type="checkbox"/> Mobile Home</p> <p><input type="checkbox"/> No Divide</p> <p><input type="checkbox"/> No Known Restriction(s)</p> <p><input type="checkbox"/> No Livestock</p> <p><input type="checkbox"/> No Mobile Home</p> <p><input type="checkbox"/> No Pets</p> <p><input type="checkbox"/> No Restrictions</p> <p><input type="checkbox"/> No Smoking</p> <p><input type="checkbox"/> No Sublease</p> <p><input type="checkbox"/> No Waterbeds</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Pet Restrictions</p> <p><input type="checkbox"/> Pipeline</p> <p><input type="checkbox"/> Surface Lease(s)</p> <p><input type="checkbox"/> Timber Lease(s)</p> <p><input type="checkbox"/> Unknown Encumbrance(s)</p> <p>* Street/Utilities</p> <p><input type="checkbox"/> Aerobic Septic</p> <p><input type="checkbox"/> All Weather Road</p> <p><input type="checkbox"/> Alley</p> <p><input type="checkbox"/> Asphalt</p> <p><input type="checkbox"/> City Sewer</p> <p><input type="checkbox"/> City Water</p> <p><input type="checkbox"/> Co-op Membership Included</p> <p><input type="checkbox"/> Co-op Water</p> <p><input type="checkbox"/> Community Mailbox</p> <p><input type="checkbox"/> Concrete</p> <p><input type="checkbox"/> Curbs</p> <p><input type="checkbox"/> Dirt</p> <p><input type="checkbox"/> Gravel/Rock</p> <p><input type="checkbox"/> Individual Gas Meter</p> <p><input type="checkbox"/> Individual Water Meter</p> <p><input type="checkbox"/> Master Gas Meter</p> <p><input type="checkbox"/> Master Water Meter</p> <p><input type="checkbox"/> MUD Sewer</p> <p><input type="checkbox"/> MUD Water</p> <p><input type="checkbox"/> No City Services</p> <p><input type="checkbox"/> No Sewer</p> <p><input type="checkbox"/> No Water</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Outside City Limits</p> <p><input type="checkbox"/> Overhead Utilities</p> <p><input type="checkbox"/> Private Road</p> <p><input type="checkbox"/> Private Sewer</p> <p><input type="checkbox"/> Private Water</p> <p><input type="checkbox"/> Septic</p> <p><input type="checkbox"/> Sewer Tap Fee Paid</p> <p><input type="checkbox"/> Sidewalk</p> <p><input type="checkbox"/> Underground Utilities</p> <p><input type="checkbox"/> Unincorporated</p> <p><input type="checkbox"/> Water Tap Fee Paid</p> <p><input type="checkbox"/> Well</p> <p>* Heating/Cooling</p> <p><input type="checkbox"/> Additional Water Heater(s)</p> <p><input type="checkbox"/> Central Air-Elec</p> <p><input type="checkbox"/> Central Air-Gas</p> <p><input type="checkbox"/> Central Heat-Elec</p> <p><input type="checkbox"/> Central Heat-Gas</p> <p><input type="checkbox"/> Direct Vent</p> <p><input type="checkbox"/> Electrostatic Air Filter</p> <p><input type="checkbox"/> Evaporation</p> <p><input type="checkbox"/> Gas Jets</p> <p><input type="checkbox"/> Geotherm</p>	<p><input type="checkbox"/> Heat Pump</p> <p><input type="checkbox"/> Humidifier</p> <p><input type="checkbox"/> No Air</p> <p><input type="checkbox"/> No Heat</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Panel/Floor/Wall</p> <p><input type="checkbox"/> Propane</p> <p><input type="checkbox"/> Solar</p> <p><input type="checkbox"/> Space Heater</p> <p><input type="checkbox"/> Two (+) Pipe (Condo)</p> <p><input type="checkbox"/> Window Unit</p> <p><input type="checkbox"/> Zoned</p> <p>* MUD District</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Green Features</p> <p><input type="checkbox"/> Drought Tolerant Plants</p> <p><input type="checkbox"/> Energy Recovery Ventilator</p> <p><input type="checkbox"/> Enhanced Air Filtration</p> <p><input type="checkbox"/> ET Irrigation Control</p> <p><input type="checkbox"/> Geo-thermal HVAC</p> <p><input type="checkbox"/> Low Flow Commode</p> <p><input type="checkbox"/> Low Flow Fixtures</p> <p><input type="checkbox"/> Mechanical Fresh Air</p> <p><input type="checkbox"/> Rain/Freeze Sensors</p> <p><input type="checkbox"/> Rain Water Catchment</p> <p><input type="checkbox"/> Recirculating Hot Water</p> <p><input type="checkbox"/> Solar Electric System</p> <p><input type="checkbox"/> Solar Hot Water</p> <p><input type="checkbox"/> Wind Power</p> <p>Green Certification</p> <p><input type="checkbox"/> Energy Star Certified</p> <p><input type="checkbox"/> Green Built N. TX</p> <p><input type="checkbox"/> HERS 0-85</p> <p><input type="checkbox"/> HERS 101+</p> <p><input type="checkbox"/> HERS 86-100</p> <p><input type="checkbox"/> HERS Rated</p> <p><input type="checkbox"/> LEED Certified</p> <p><input type="checkbox"/> LEED Gold</p> <p><input type="checkbox"/> LEED Platinum</p> <p><input type="checkbox"/> LEED Silver</p> <p><input type="checkbox"/> NGBP-National Green</p> <p>Energy Efficiency</p> <p><input type="checkbox"/> 12 inch+ Attic Insulation</p> <p><input type="checkbox"/> 13-15 SEER AC</p> <p><input type="checkbox"/> 16+ SEER AC</p> <p><input type="checkbox"/> 90% Efficient Furnace</p> <p><input type="checkbox"/> Attic Fan</p> <p><input type="checkbox"/> Ceiling Fans</p> <p><input type="checkbox"/> Dehumidifier</p> <p><input type="checkbox"/> Double Pane Windows</p> <p><input type="checkbox"/> Electric Water Heater</p> <p><input type="checkbox"/> Energy Star Appliances</p> <p><input type="checkbox"/> Foam Insulation</p> <p><input type="checkbox"/> Gas Water Heater</p> <p><input type="checkbox"/> High Efficiency Water Heater</p> <p><input type="checkbox"/> Insulated Doors</p> <p><input type="checkbox"/> Low E Windows</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Programmable Thermostat</p> <p><input type="checkbox"/> Radiant Barrier</p> <p><input type="checkbox"/> Smart Electric Meter</p> <p><input type="checkbox"/> Solar Panels</p> <p><input type="checkbox"/> Solar Screens</p> <p><input type="checkbox"/> Solar Door(s)</p> <p><input type="checkbox"/> Storm Window(s)</p> <p><input type="checkbox"/> Tankless Water Heater</p> <p><input type="checkbox"/> Thermo Windows</p> <p><input type="checkbox"/> Tinted Windows</p> <p><input type="checkbox"/> Turbines</p> <p><input type="checkbox"/> Variable Speed HVAC</p> <p><input type="checkbox"/> Ventilator</p>
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Also includes input fields for Condominium and Townhouse Categories on last few pages
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North Texas Real Estate Information Systems, Inc.

Residential Data Input Form

FINANCIAL INFORMATION

- Proposed Financing
- Assumable Loan
 - Bond Money
 - Cash
 - Contact Agent
 - Conventional
 - Conventional Assumable
 - Escalating
 - Federal Land Bank
 - FHA
 - FHA Assumable
 - Fixed
 - FMHA
 - Lease Purchase
 - Not Assumable
 - Other
 - Owner Carry First
 - Owner Carry Second
 - Private Assumable
 - Release Liability Req'd
 - Texas Vet
 - Trade/Exchange
 - TX VET Assumable
 - VA
 - VA Assumable
 - VA Reinstatement Req'd

- * HOA**
- Mandatory
 - None
 - Voluntary

- HOA Billing Freq
- Annual
 - Monthly
 - Other
 - Quarterly
 - Semi-Annual

HOA Dues

- HOA Includes
- All Utilities
 - Back Yard Maintenance
 - Blanket Insurance
 - Electric
 - Exterior Maintenance
 - Front Yard Maintenance
 - Full Use of Facilities
 - Gas
 - Maintenance of Common Areas
 - Management Fees
 - None
 - Other
 - Partial Use of Facilities
 - Reserves
 - Security
 - Sprinkler System
 - Trash
 - Water/Sewer

- * Possession**
- 30-60 Days
 - 60-90 Days
 - Closing/Funding
 - Lease Outstanding
 - Negotiable
 - Other
 - Specific Date
 - Subject to Lease
 - Upon Completion

- Possible Short Sale
- Yes
 - No

Unexempt Taxes

Complex Approved For

- * Loan Type**
- Assumable Non Qualifying
 - Assumable Qualifying
 - Treat as Clear

- Payment Type
- Other
 - Principal & Interest
 - Principal, Int. & Ins.
 - Principal, Inc. & Taxes
 - Principal, Int. Taxes & Ins.

Payment

Balance

Preferred Title Company

Title Co Phone

Title Company Location

Mortgage Interest Rate

Orig Mtg Date

- * 2nd Mortgage**
- Yes
 - No

Lender

Appraiser's Name



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Residential Data Input Form

AGENT & OFFICE INFORMATION

Find an Agent
List Agent MLS ID

Agent Information

Office Information

Find an Agent
 List Agent 2 MLS ID

Agent Information

Office Information

Office Supervisor

COMPENSATION AND SHOWING INFORMATION

*** Variable Fee**
 Yes
 No

*** Buyers Agency Commission**

*** SubAgency Commission**

CBS Code

*** Seller Type**
 Builder
 Individual(s)
 Lender/REO
 Relo

*** Owner Name**

Owner Home Phone

Owner Alt Phone

Occupancy
 Owner
 Tenant
 Vacant

Occupant

Occupant Home Phone

Occupant Alt Phone

Owner Permission to Video
 Yes No

Call for Appt
 Agent
 Builder
 CSS
 Office
 Other
 Owner

Appt Phone

Appt Phone Ext

*** Keybox Type**
 Blue iBox
 Combo
 Gray AEII
 None
 Redisafe
 SentriLock

*** Keybox #**

Shackle Code

Keybox Combination Code

*** Showing**
 Agent or Owner Present
 Appointment (Appt Svc only)
 Appointment Service
 Call-Key Box
 Centralized Showing Service
 Combo Lock Box
 Contact Agent
 Courtesy Call (Appt Svc Only)
 Go (Appt Svc Only)
 Go - Key Box
 Go Show - No Appt. Necessary
 Key in Office
 No Lock Box
 No Sign on Lot
 Special

Show Instr

Characters Remaining: 150

Secured Showing Instr

Characters Remaining: 50



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Residential Data Input Form

REMARKS

Listing will Appear on

- Members IDX Websites
- Realtors Property Resource
- NTRIS Translator
- REALTOR.com
- Syndicate Listing
- TexasRealEstate.com
- Zillow

*** Allow Address Display**

- Yes
- No

*** Allow Comments/Reviews**

- Yes
- No

*** Allow AVM**

- Yes
- No

*** Allow Internet Display**

- Yes
- No

*** Public Driving Directions**

Characters Remaining: 150

Property Description

Characters Remaining: 450

Excludes

Characters Remaining: 110

Private Remarks

Characters Remaining: 300

Intra Office Remarks

Characters Remaining: 225



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Residential Data Input Form

CONDO INFORMATION

Building Number	Building Stories	Complex Name	FHA/VA Approved Complex #	Floor Location
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

FARM & RANCH INFORMATION

<p># Residences <input type="text"/></p> <p># Barns <input type="text"/></p> <p># of Wells <input type="text"/></p> <p>Stalls in Barn 1 <input type="text"/></p> <p>Stalls in Barn 2 <input type="text"/></p> <p>Stalls in Barn 3 <input type="text"/></p> <p>Bottom Land Acres <input type="text"/></p> <p>Cultivated Acres <input type="text"/></p> <p>Irrigated Acres <input type="text"/></p> <p>Pasture Acres <input type="text"/></p> <p>Other Utilities</p> <p><input type="checkbox"/> Butane Gas</p> <p><input type="checkbox"/> Cable Available</p> <p><input type="checkbox"/> City Electric</p> <p><input type="checkbox"/> Co-op Electric</p> <p><input type="checkbox"/> Electric</p> <p><input type="checkbox"/> Electric Avail. Off Site</p> <p><input type="checkbox"/> Electric Avail. On Site</p> <p><input type="checkbox"/> Gas Avail. Off Site</p> <p><input type="checkbox"/> Gas Avail. On Site</p> <p><input type="checkbox"/> Natural Gas</p> <p><input type="checkbox"/> No Electrical Meter</p> <p><input type="checkbox"/> No Sewer</p> <p><input type="checkbox"/> No Water</p> <p><input type="checkbox"/> No Water Meter</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Other Electric</p> <p><input type="checkbox"/> Other Utilities</p> <p><input type="checkbox"/> Perc Test</p> <p><input type="checkbox"/> Phone Avail. Off Site</p> <p><input type="checkbox"/> Phone Avail. On Site</p> <p><input type="checkbox"/> Propane Gas</p> <p><input type="checkbox"/> Propane/Butane/Lease</p> <p><input type="checkbox"/> Propane/Butane/Own</p> <p><input type="checkbox"/> Rural Water District</p> <p><input type="checkbox"/> Septic System Required</p> <p><input type="checkbox"/> Sewer Avail. Off Site</p> <p><input type="checkbox"/> Sewer Avail. On Site</p> <p><input type="checkbox"/> Sewer Tap Free Paid</p> <p><input type="checkbox"/> Water Tap Free Paid</p>	<p># of Stock Tanks <input type="text"/></p> <p># Ponds <input type="text"/></p> <p># Lakes <input type="text"/></p> <p>Barn 1 Length <input type="text"/></p> <p>Barn 2 Length <input type="text"/></p> <p>Barn 3 Length <input type="text"/></p> <p>Crop Retire Program</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Land Leased</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Aerial Photo Available</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>AG Exemption</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>Topography</p> <p><input type="checkbox"/> Bottom</p> <p><input type="checkbox"/> Brush</p> <p><input type="checkbox"/> Cedar</p> <p><input type="checkbox"/> Cleared</p> <p><input type="checkbox"/> Flood Plain</p> <p><input type="checkbox"/> Gullies</p> <p><input type="checkbox"/> Hilly</p> <p><input type="checkbox"/> Level</p> <p><input type="checkbox"/> Mesquite</p> <p><input type="checkbox"/> Need Fill</p> <p><input type="checkbox"/> Oak</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Pine</p> <p><input type="checkbox"/> Rolling</p> <p><input type="checkbox"/> Rugged</p> <p><input type="checkbox"/> Shinnery</p> <p><input type="checkbox"/> Sloped</p> <p><input type="checkbox"/> Steep</p> <p><input type="checkbox"/> Varied</p> <p>Barn 1 Width <input type="text"/></p> <p>Barn 2 Width <input type="text"/></p> <p>Barn 3 Width <input type="text"/></p> <p>Road Frontage <input type="text"/></p> <p>Road Frontage Desc</p> <p><input type="checkbox"/> Asphalt</p> <p><input type="checkbox"/> City</p> <p><input type="checkbox"/> Concrete</p> <p><input type="checkbox"/> County</p> <p><input type="checkbox"/> Curbs/Gutters</p> <p><input type="checkbox"/> Dirt</p> <p><input type="checkbox"/> FM Road</p> <p><input type="checkbox"/> Gravel/Rock</p> <p><input type="checkbox"/> Interest</p> <p><input type="checkbox"/> Interstate</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Oil & Screen</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Private</p> <p><input type="checkbox"/> Road Easement</p> <p><input type="checkbox"/> Sidewalk</p> <p><input type="checkbox"/> State</p> <p><input type="checkbox"/> Storm Sewer</p> <p><input type="checkbox"/> U.S. Highway</p> <p>Surface Rights</p> <p><input type="checkbox"/> All</p> <p><input type="checkbox"/> Easement</p> <p><input type="checkbox"/> Exist</p> <p><input type="checkbox"/> Mineral Easement</p> <p><input type="checkbox"/> Other</p>	<p>Present Use</p> <p><input type="checkbox"/> Agriculture</p> <p><input type="checkbox"/> Cattle</p> <p><input type="checkbox"/> Commercial</p> <p><input type="checkbox"/> Dairy</p> <p><input type="checkbox"/> Equine</p> <p><input type="checkbox"/> Exotics</p> <p><input type="checkbox"/> Feed Lot</p> <p><input type="checkbox"/> Fish Farm</p> <p><input type="checkbox"/> Grazing</p> <p><input type="checkbox"/> Hunting/Fishing</p> <p><input type="checkbox"/> Industrial</p> <p><input type="checkbox"/> Mobile</p> <p><input type="checkbox"/> Orchard/Vineyard</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Planned Unit Development</p> <p><input type="checkbox"/> Poultry</p> <p><input type="checkbox"/> Residential Multi-Family</p> <p><input type="checkbox"/> Residential Single</p> <p><input type="checkbox"/> Resort</p> <p><input type="checkbox"/> Sheep/Goats</p> <p><input type="checkbox"/> Swine</p> <p><input type="checkbox"/> Truck Farm</p> <p>Barn Information</p> <p><input type="checkbox"/> Barn(s)</p> <p><input type="checkbox"/> Breeding Barn</p> <p><input type="checkbox"/> Electric to Barn</p> <p><input type="checkbox"/> Equipment Barn</p> <p><input type="checkbox"/> Farrowing Barn</p> <p><input type="checkbox"/> Feeder Pig Barn</p> <p><input type="checkbox"/> Goat/Sheep Barn</p> <p><input type="checkbox"/> Hay Barn</p> <p><input type="checkbox"/> Hay Loft</p> <p><input type="checkbox"/> Indoor Arena</p> <p><input type="checkbox"/> Living Quarters</p> <p><input type="checkbox"/> Loaf Shed(s)</p> <p><input type="checkbox"/> Mare Motel</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Parlor Dairy Barn</p> <p><input type="checkbox"/> Show Barn</p> <p><input type="checkbox"/> Stable(s)</p> <p><input type="checkbox"/> Stanchion Dairy Barn</p> <p><input type="checkbox"/> Tack Room</p> <p><input type="checkbox"/> Temperature Controlled</p> <p><input type="checkbox"/> Wash Rack</p> <p><input type="checkbox"/> Water to Barn</p> <p>Ranch Type</p> <p><input type="checkbox"/> Both</p> <p><input type="checkbox"/> Crops</p> <p><input type="checkbox"/> Livestock</p> <p><input type="checkbox"/> Other</p> <p>Ranch Name <input type="text"/></p> <p>Exterior Buildings</p> <p><input type="checkbox"/> Boiler Operation</p> <p><input type="checkbox"/> Bunk House</p> <p><input type="checkbox"/> Mobile</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Silo</p> <p><input type="checkbox"/> Tenant House</p> <p><input type="checkbox"/> Winery</p> <p><input type="checkbox"/> Workshop</p>	<p>Proposed Use</p> <p><input type="checkbox"/> Agriculture</p> <p><input type="checkbox"/> Cattle</p> <p><input type="checkbox"/> Commercial</p> <p><input type="checkbox"/> Dairy</p> <p><input type="checkbox"/> Equine</p> <p><input type="checkbox"/> Exotics</p> <p><input type="checkbox"/> Feed Lot</p> <p><input type="checkbox"/> Fish Farm</p> <p><input type="checkbox"/> Grazing</p> <p><input type="checkbox"/> Hunting/Fishing</p> <p><input type="checkbox"/> Industrial</p> <p><input type="checkbox"/> Mobile</p> <p><input type="checkbox"/> Orchards/Vineyards</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Planned Unit Development</p> <p><input type="checkbox"/> Poultry</p> <p><input type="checkbox"/> Residential Multi-Family</p> <p><input type="checkbox"/> Residential Single</p> <p><input type="checkbox"/> Resort</p> <p><input type="checkbox"/> Sheep/Goats</p> <p><input type="checkbox"/> Swine</p> <p><input type="checkbox"/> Truck Farm</p> <p>Crop/Grasses</p> <p><input type="checkbox"/> Bluestem</p> <p><input type="checkbox"/> Buffalo Grass</p> <p><input type="checkbox"/> Coastal Bermuda</p> <p><input type="checkbox"/> Common Bermuda</p> <p><input type="checkbox"/> Emmedo Love Grass</p> <p><input type="checkbox"/> Hardwood Timber</p> <p><input type="checkbox"/> Improved Pasture</p> <p><input type="checkbox"/> Irrigated</p> <p><input type="checkbox"/> Klein Grass</p> <p><input type="checkbox"/> Main Grass</p> <p><input type="checkbox"/> Native</p> <p><input type="checkbox"/> Non Irrigated</p> <p><input type="checkbox"/> Orchard</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Produce</p> <p><input type="checkbox"/> Renner Love Grass</p> <p><input type="checkbox"/> Row Crop</p> <p><input type="checkbox"/> Small Grain</p> <p><input type="checkbox"/> Softwood Timber</p> <p><input type="checkbox"/> Unknown</p> <p><input type="checkbox"/> Vineyard</p> <p>Miscellaneous</p> <p><input type="checkbox"/> Auto Feed Mill</p> <p><input type="checkbox"/> Calf Tables</p> <p><input type="checkbox"/> Cattle Guard</p> <p><input type="checkbox"/> Cattle Working Pen</p> <p><input type="checkbox"/> Cold Storage Facility</p> <p><input type="checkbox"/> Corrals</p> <p><input type="checkbox"/> Fenced for Cattle</p> <p><input type="checkbox"/> Fenced for Exotic Birds/Game</p> <p><input type="checkbox"/> Fenced for Horses</p> <p><input type="checkbox"/> Helipad</p> <p><input type="checkbox"/> Holding Pen</p> <p><input type="checkbox"/> Hot Walker</p> <p><input type="checkbox"/> Kennels</p> <p><input type="checkbox"/> Loading Chute</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Outdoor Arena</p> <p><input type="checkbox"/> Perm. Squeeze Chutes</p> <p><input type="checkbox"/> Walker</p> <p><input type="checkbox"/> Windmill</p>
---	--	--	---	--



Also includes input fields for Condominium and Townhouse Categories on last few pages
INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED
Fields **REQUIRED** for Active status denoted in **BOLD WITH (*)**.
Italicized fields will be auto-filled from public records, if available.

North Texas Real Estate Information Systems, Inc.

Residential Data Input Form

Owner(s) have examined the information contained in this profile sheet and warrant that information contained herein is true and correct to the best of their knowledge.

Owner's Signature _____

Owner's Signature _____

Signed the _____ day of _____ 20 _____

NOTE: Any information changes and/or status changes should be made on a separate listing modification form and entered into the Multiple Listing Service within the time specified in the Multiple Listing Service Rules & Regulations. I certify that a written listing agreement has been executed on the above property and that it complies with the Rules & Regulations of the Multiple Listing Service.

Participant/Subscriber for Participant _____



Notice of Change to Seller's Internet Display Options

Addendum to Listing Input Form

The purpose of this form is to provide the seller with the option to limit internet display of his/her property listing. For each option, the MLS will automatically default to "yes" unless otherwise noted below. A detailed explanation of these options can be found on page 2 of this form.

MLS # (if applicable): _____

Property Address: _____

1. Allow Internet Display? Yes _____ No _____

If "no" is selected to option #1, consumers who conduct searches for listings on the internet will NOT see information about the property.

If "no" is selected in option #1, skip #2 through #4 and sign below. If "yes" is selected, please complete the following:

2. Allow Address Display? Yes _____ No _____

3. Allow Public Comments/Reviews? Yes _____ No _____

4. Allow AVM? Yes _____ No _____

Seller 1 Signature

Seller 2 Signature

Date: _____

Listing Agent/Broker Signature

Date: _____

Explanation of Seller's Internet Display Options:

1. Allow Internet Display

If "no" is selected, your listing will be marked for no display in NTRDIS MLS data feeds to internet websites that display property listing data, whether intended for advertising the property (IDX sites, Realtor.com, NTRDIS Translator, etc.) or for providing online brokerage services (Virtual Office Websites "VOW"). *Please note that brokers do not have the option to opt-out of VOW but are able to make selections based on their preferences for IDX, Realtor.com and NTRDIS Translator. This is done in NTRDIS Listings by clicking on My Tools>My Page>Office Participation.)*

2. Allow Address Display

If "no" is selected, the address (street number and name) of your property will be hidden on websites receiving data feeds from NTRDIS MLS that result in internet listing display, whether intended for advertising the property as noted in #1 or for providing online brokerage services (VOW).

3. Allow Public Comments/Reviews

Some websites that display MLS listing data may provide functionality that permits consumers to enter comments or reviews of the listing properties. If "no" is selected, the website may not collect or display comments or reviews of the listing or by hyperlink to such comments or reviews. Please note that the broker displaying the listing on his/her VOW may add commentary representing his/her professional judgment regarding the listing's value, etc.

4. Allow AVM

Some websites that display MLS listing data may provide an automated valuation model (AVM) function or service. An AVM uses statistical calculations to estimate the value of a listed property based on data from available public records, the MLS, and other sources and incorporating certain assumptions. The seller(s), by selecting "no," may prohibit display of an AVM of his/her listing adjacent to the listing display.

**MULTIPLE LISTING SERVICE
RULES AND REGULATIONS OF
NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC.**

Approved December 16, 1998

Amended June 9, 1999

Amended June 14, 2000

Amended October 17, 2001

Amended February 18, 2004

Amended April 21, 2004

Amended September 21, 2005

Amended November 15, 2006

Amended June 25, 2008

Amended January 28, 2009

Amended August 19, 2009

Amended June 23, 2010

Amended June 27, 2012

Amended November 28, 2012

Amended June 24, 2015

SECTION I - NAME

1.01 The name of this organization is the North Texas Real Estate Information Systems, Inc., herein called "NTREIS." NTREIS shall maintain a multiple listing service, herein called the "MLS", operated independently from the individual shareholder Boards/Associations. These rules and regulations govern the operation of said Multiple Listing Service.

SECTION 2 - AUTHORITY

2.01 The governing body is the Board of Directors of the NTREIS.

SECTION 3 - PURPOSE

3.01 A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to Other Participants (acting either as subagents, buyer agents or in other agency or nonagency capacities defined 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 data bases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the Other Participant's performance as procuring cause of the sale or lease.

SECTION 4 - DEFINITIONS

As used herein, each of the terms set forth below shall have the respective meaning set forth after each such term:

4.01 “Association” when used alone means any Association/Board of REALTORS®, including an Association which is a current shareholder of NTREIS.

4.02 “MLS Provider” means a shareholder Association providing MLS Services. Each MLS Provider shall comply with the written NTREIS MLS Provider Services and Responsibilities Policy as adopted by the Directors and as amended from time to time, including providing of minimum training requirements.

4.03 “Participant” means an eligible Designated REALTOR® Member of an Association of REALTORS® who satisfies the requirements of Section 5.04 of the Bylaws of NTREIS or a Designated Broker who complies with these Rules and satisfies the requirements of Section 5.05 of the Bylaws of NTREIS.

4.04 “Other Participant” means a Participant, other than the Listing Participant, who is working with a prospective buyer(s) or tenant(s) of Listed Property as a subagent of the owner or who is working for prospective buyer(s) or tenant(s) of Listed Property as a buyer or tenant agent or in any other agency or nonagency capacities defined by law.

4.05 “Subscriber” (or “user of the MLS”) means an individual who is either (i) a non-principal broker, sales associate, or (ii) a licensed or certified appraiser affiliated with a Participant. Subscriber includes each licensed person, whether licensed as a broker or as a salesperson, including a licensed or certified appraiser, who is employed by or affiliated with a Participant as an employee, or as an independent contractor. (This definition should not be construed to require any non-principal broker, sales licensee or licensed or certified appraiser affiliated with a Participant to become a REALTOR® Member before having access to or using the MLS.) Subscribers shall have the right to file property listings in the MLS through their Participant. A corporation, partnership, limited liability company, team, or any other business organization or entity may not be a Subscriber.

4.06 “Clerical Office Staff” means those licensed or unlicensed employees of, or independent contractors associated with a Participant member who performs exclusively clerical duties and are not engaged in listing, showing, marketing, or selling Listed Property.

4.07 “Personal Assistants” means those licensed or unlicensed employees of, or independent contractors associated with a Subscriber.

4.08 “Ancillary Users” means those persons who receive services as provided in Section 13.03 of these Rules.

4.09 “Committee” means the MLS Committee of an MLS Provider.

4.10 “NTREIS” means North Texas Real Estate Information Systems, Inc.

4.11 “Directors” means the Board of Directors of NTREIS.

4.12 “Listed Property” means the real property described in a Qualified Listing and filed with the MLS.

4.13 “Listing Participant” means the Participant who files a Qualified Listing with the MLS.

4.14 “Data Input Sheet” means the form designated from time to time to provide information relating to a Listed Property for computer input.

4.15 “Qualified Listing” means a listing of real property taken by a Participant, which satisfies the requirements of these Rules and is filed with the MLS.

4.16 “Qualified Listing Agreement” means an agreement entered into within the scope of the licensure of the Participant and which agreement describes a Qualified Listing between either (a) an owner(s) and a Participant for the sale, lease or exchange of real property and which the owner agrees is subject to these Rules, or (b) with respect to real property that is not located in the State of Texas, an owner(s) or a broker licensed in a state other than Texas who has a Qualified Listing with the owner(s) and a Participant authorizing the Participant to advertise and market such real property.

4.17 “MLS” refers to the multiple listing service information system operated by NTREIS.

4.18 “MLS Staff” means the administrative staff of an MLS Provider.

4.19 “NTREIS Staff” refers to the administrative staff of the NTREIS.

4.20 “NAR” means the National Association of REALTORS®.

4.21 “Code of Ethics” means the Code of Ethics of the NAR.

4.22 “Rules” means these Rules and Regulations of NTREIS, as amended from time to time. In the event the Rules conflict with laws of the State of Texas, the United States, or any rules or regulations of any Federal, State, or local governmental agency, such laws, rules, or regulations will prevail, control, and supersede these Rules that are in conflict.

4.23 “Listing Content” includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to Listed Property.

SECTION 5 - PARTICIPATION POLICIES

A. PARTICIPATION POLICIES

5.01 Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these Bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto.* However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service “membership” or “participation” unless they hold a

current, valid real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law.

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 Participants 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.

5.02 Each Participant must hold (a) a valid current real estate broker's license issued by the Texas Real Estate Commission ("TREC") or (b) a valid current license or certification from an appropriate state regulatory agency authorizing the Participant to engage in the appraisal of real property. The rights and privileges of a Participant to participate in the MLS automatically terminate in the event (i) the real estate broker's license of such Participant is revoked, suspended, or shall expire without renewal by the TREC or (ii) the license or certification to appraise real property of

such Participant is revoked, suspended or shall expire without renewal by the appropriate state regulatory agency.

5.03 Participation in the MLS is not transferable, nor shall Participants have any proprietary interest in the MLS.

5.04 Each Participant or Participant's designee shall determine the sole MLS Provider for MLS access for all Subscribers within each branch office of said Participant.

5.05 Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure or certification as a real estate broker, salesperson, or appraiser. Unauthorized uses are prohibited.

5.06 Each Participant shall be liable for all obligations to the MLS for the Participant's firm, partnership, or corporation and for compliance with the Bylaws of NTREIS and these Rules by all persons affiliated with such Participant who utilize the MLS.

5.07 All Participants and Subscribers must complete an approved course of MLS computer training. Each MLS Provider will be responsible for providing a course of training on the MLS system, as prescribed by the Directors. Each Participant and Subscriber must complete the minimum required computer training within thirty (30) days after being furnished a public and private ID No. and access to the MLS. Participants and Subscribers may be required to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS Provider to familiarize Participants and Subscribers with system changes or enhancements and/or changes to Rules or policies. Participants and Subscribers will be given the opportunity to complete any mandated additional training remotely.

B. APPLICATION FOR PARTICIPATION AND SUBSCRIPTIONS

5.08 Any REALTOR® principal who desires to participate in the MLS shall (i) submit a written application on the form provided by the MLS Provider accompanied by the application fee currently in effect, (ii) sign the required Agreement of Participant and (iii) comply with the prescribed MLS new member orientation program no later than thirty days after access to the MLS has been granted.

5.09 Any nonmember broker who desires to participate in the MLS shall (i) submit a written application on the Nonmember Broker Application form provided by the MLS provider accompanied by the application fee currently in effect, (ii) sign the required Agreement of Participant, (iii) comply with the requirement to affirmatively disclaim in all of his or her advertisements which refer to participation in the MLS that he or she is not a member of a local Association of REALTORS®, and (iv) comply with the prescribed orientation requirements as the applicant's MLS Provider may require.

5.10 Nonmember participation in the MLS is authorized at the discretion of each MLS Provider. Nonmember brokers participating in the MLS must agree to comply with these Rules and the policies of NTREIS.

5.11 Each Participant shall deliver written notice to the MLS Provider promptly when a Subscriber becomes affiliated with such Participant and after a Subscriber's affiliation with such Participant is terminated.

5.12 A Participant of the MLS may terminate his or her participation in the MLS by providing ten (10) days' prior written notice to the applicable MLS Provider and by payment of all fees and dues owing to the MLS Provider. Before a Participant may reapply to the MLS, all unpaid dues and fees owing to any MLS Provider must be fully paid.

5.13 Any membership termination reported after the established NTREIS billing cut-off deadline will be subject to access fees.

C. WAIVERS OF MLS SUBSCRIPTIONS

5.14 MLS subscription waivers will be available only to:

- a) Commercial salespersons who do not list, show, sell or lease residential property required to be filed with the MLS.
- b) Appraisers, engaged exclusively in commercial appraisals, who do not utilize the MLS.
- c) Other than a Participant, corporate officers who do not show, list, sell, lease, or appraise real property.

SECTION 6 - DUES AND FEES

A. APPLICATION FEE

6.01 Each MLS Provider shall establish from time to time the application fee, if any, for participation in the MLS by a Participant/Subscriber.

B. ACCESS FEE

6.02 The Directors shall establish access fees quarterly in advance and shall bill each MLS Provider on a monthly basis for the total number of Participants, Subscribers, and Ancillary Users who use or receive MLS services from or through such MLS Provider.

6.03 Access fees will be billed by NTREIS to each MLS Provider in accordance with the policies set by the Directors.

6.04 Participants with multiple offices will not be required to pay more than one access fee.

C. PARTICIPATION AND SUBSCRIPTION FEES

6.05 Each MLS Provider may establish special charges, assessments, dues and fees for Participants. The charges made for participation in the MLS will be as determined, and as amended from time to time by each MLS Provider. Participation fees will be set quarterly in advance by each MLS Provider. Participation fees, special charges, other fees, assessments and/or dues of each Participant/Subscriber will be an amount equal to the charges, fees, assessments and/or dues multiplied by the number of licensed persons, whether licensed as a broker or salesperson, or licensed and/or certified by the state regulatory agency to engage in the appraisal of real property and who are employed by or affiliated as independent contractors with such Participant. Ancillary Users of the MLS who wish to receive a separate access code to the MLS will be billed according to the same formula as licensed users.

6.06 A Participant will be fined by the MLS Provider in an amount determined by the MLS Provider for each Subscriber not reported by the Participant who uses the MLS.

6.07 Delinquent Participant/Subscribers may be suspended or terminated, assessed late charges, denied access to the MLS, and/or charged a reinstatement fees in accordance with the MLS Provider's policies. Before a Participant/Subscriber may reapply to the MLS, all unpaid fees and other charges owing to any MLS Provider must be fully paid.

D. WAIVER OF SUBSCRIPTION FEES

6.08 MLS subscription fee waivers will be available only to:

a) Unlicensed Clerical Office Staff of a Participant. Licensed staff, or licensed Personal Assistants of Participants/Subscribers do not qualify under this exemption).

b) Unlicensed Personal Assistants of Participants/Subscribers who provide NTREIS the name and license number of the Participant/Subscriber they assist.

SECTION 7 - LISTING PROCEDURES

7.01 Each property listing filed with the MLS must be an "exclusive right-to-sell (or lease)" or an "exclusive agency" listing. Listing type may not be published or displayed to customers or clients. Open listings, net listings, and non-agency listings will not be accepted for filing with the MLS. The exclusive right to sell listing is the conventional form of listing submitted to the MLS in that the owner authorizes the Listing Participant to make blanket unilateral offers of compensation to Other Participants (who are acting either as subagents of the owner, buyer agents, or in other agency or nonagency capacities as defined by law). The exclusive agency listing also authorizes the Listing Participant, as exclusive agent, to make blanket unilateral offers of compensation to Other Participants (who are acting either as subagents of the owner, buyer's agents, or in other agency or nonagency capacities as defined by law), but the owner reserves the right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named reservations/prospects exempted will be clearly distinguished by a simple designation, such as a code or symbol from the exclusive right-to-sell listings with no named reservations/prospects

exempted, as such listings can present special risks of procuring cause controversies and administrative problems which are not posed by the exclusive right-to-sell listing with no named reservations/prospects exempted. Each Qualified Listing Agreement must contain a provision expressly authorizing the Listing Participant to file the listing with the MLS.

7.02 Forms of listing agreements will be available for use by Participants upon request. Although NTREIS does not require the use of any prescribed form of listing agreement, each Listing Participant is encouraged to use forms of listing agreements which provide the owner with a choice of authorizing the Listing Participant to offer compensation to Other Participants acting either (i) as subagents of the owner, or (ii) as buyer's agents, or (iii) in other agency or nonagency capacities as defined by law. Listing Participants are encouraged to explain to the owner that Other Participants may be either the subagent of the Listing Participant and the owner or the agent of the buyer/tenant. The Listing Participant is encouraged to explain to the owner the availability of various agency and nonagency relationships of parties to a real estate transaction and the real estate brokers involved in that transaction.

7.03 Each listing filed with the MLS must have the necessary signatures of the property owner(s), an adequate legal description, and otherwise satisfy any other legal requirements to make the listing a valid, binding, and enforceable agreement.

7.04 All information should be legibly entered on the Data Input Sheet, complete with all information requested and signed by required party(s).

7.05 Each listing of property for sale or lease located within the primary service area of NTREIS must be filed by the Listing Participant with the MLS within seventy-two (72) hours from the effective date of the listing, unless the owner(s) expressly otherwise directs in writing restricting the filing with the MLS. Listings of properties located outside the State of Texas may be filed with the MLS and will be accepted if submitted voluntarily by a Participant.

7.06 Each Listed Property may be filed in only one Property Type per category and one geographic area of the MLS; except, however, if a property is listed for sale and for lease simultaneously, such listing may appear in both categories. Participants and Subscribers shall properly classify the category of Listed Property. Listed Properties may be listed in each category for which such Properties satisfy the requirements by using the subdivided listing function. It is, however, not permitted to file a Listed Property in more than one Property Type under a single category.

Notwithstanding the foregoing, Listed Property which an owner is willing to partition or subdivide may be identified by a special code or symbol and may be filed in the appropriate Property Type Classifications. Only NTREIS staff will be authorized to delete duplicate listings upon written request from the MLS Provider. For listings appearing in the MLS more than once, the Participant will be fined \$50.00 each day the listing appears as a duplicate. NTREIS staff is also authorized to correct a listing with an incorrect list price upon written request from the MLS Provider.

7.07 Any special contingency or condition to a listing agreement, including any reservation of rights by an owner(s), must be specified and noted to Participants. Care should be exercised to

ensure that different codes or symbols are used to denote exclusive agency listings and exclusive right-to-sell listings with reservations/prospects.

7.08 A property may be listed for sale or for lease or both for sale and for lease by an owner with the same Participant or, unless prohibited by the listing agreement, with different Participants (or another broker). No listing of property for sale may be filed with the MLS by a Participant while such property is listed for sale with another broker. No listing of property for lease may be filed with the MLS by a Participant while such property is listed for lease with another broker. Unless prohibited by the listing agreement, if an owner lists property for sale and for lease with different Participants (or another broker), the owner shall specify in writing to each Listing Participant or other broker, as the case may be, whether or not only a “For Sale” sign or only a “For Lease” sign or both signs may be placed on the Listed Property. A Participant who has listed a property for lease must obtain authority in the listing agreement from the owner with respect to posting signs on the property.

7.09 Listed Property may be advertised only by the Listing Participant or owner(s), unless otherwise authorized in writing by the Listing Participant, regardless of the advertising means except as provided in Section 17 of these Rules.

7.10 All information concerning a Listed Property must be as accurate and complete in every detail as may be ascertainable by the Listing Participant. The Listing Participant shall verify and confirm the accuracy of all information furnished to Other Participants and the public. Listing Participant shall ensure that listings shall not contain language which is offensive or is in violation of the Federal Fair Housing Act, as amended from time to time. Participants should exercise caution and discretion before disseminating information of a confidential nature concerning Listed Property to Other Participants and the public. The Listing Participant shall make available to Other Participants and Subscribers, upon request, a copy of the seller’s disclosure notice, if the seller has furnished such disclosure notice to the Listing Participant.

7.11 Listings filed with the MLS must specify a definite expiration date as negotiated between the Listing Participant and the owner(s). Each listing filed with the MLS will expire on the date specified in the listing agreement unless extended by a written notice of renewal or extension and such renewal or extension is filed with the MLS within seventy-two (72) hours after the expiration date of the listing. If notice of renewal or extension is dated after the expiration of the original listing then a new listing must be secured for the listing to be entered in the MLS.

7.12 Additional information concerning Listed Property, such as extension of a listing, a new loan commitment, availability of a second mortgage, change of price, and similar matters must be filed with the MLS within seventy-two (72) hours after receipt of such information by the Listing Participant and authorized in writing by the owner.

7.13 By submitting a listing to the MLS for filing, the Listing Participant warrants and represents to each Other Participant that the Listing Participant has a fully executed Qualified Listing Agreement signed by each property owner(s) or with respect to real property located outside the State of Texas, signed by the listing broker for such real property (i) granting the Listing Participant the exclusive right to sell and/or to lease the Listed Property or appointing the Listing Participant as the

exclusive agent of the owner(s) for the sale and/or lease of the Listed Property, (ii) authorizing the Listing Participant to make blanket unilateral offers of compensation to all Other Participants, (iii) authorizing the Listing Participant to submit prices, terms and statistical information to the MLS as contemplated by these Rules and (iv) authorizing the Listing Participant to make the listing immediately available for showing upon entry into the MLS. Incomplete listing information (submitted either by use of Data Input Sheet or via computer transmission) may cause the listing to be rejected by the MLS Staff.

7.14 Except for intra-office use only or as authorized by a Participant, Lock Box combinations and/or security system codes must not be disclosed on any MLS documents or forms or disclosed orally at any MLS function. Participants and Subscribers are advised to familiarize themselves with the current Electronic Keycard/Keybox Rules. The use of any recording or non-recording lock boxes must comply with all policies of NAR.

7.15 All property listings filed with the MLS are subject to these Rules upon signature(s) by the owner(s) and Listing Participant or Subscriber.

7.16 The full gross listing sales price or rental rate, as applicable, must be stated in the listing agreement and in the MLS. Listings which authorize the Listing Participant to market the Listed Property within an authorized price range may be filed with the MLS; however, the Listing Participant must enter the highest price within the range in the field for the listing price and provide in the appropriate fields full information concerning the range of prices for the Listed Property.

7.17 NTREIS may not fix, control, specify, recommend, suggest, record nor monitor commission rates or professional service fees for brokerage services to be rendered by a Participant. NTREIS may not fix, control, specify, recommend, suggest, record, nor monitor the division of any brokerage commissions or professional service fees between Participants or between Participants and nonparticipants.

7.18 When a Participant is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, the Bylaws of NTREIS, the Rules, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS until sold, leased, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the expiration date of the listing in effect when the suspension became effective. If a Participant has been suspended from the Association or MLS (or both) for failure to pay appropriate dues, fees or charges, the MLS Staff will withdraw all of the suspended Participant's listings which are filed with the MLS. Notices of suspension/termination will serve as notification that listings of Participant will be withdrawn from the MLS.

7.19 When a Participant of the MLS is expelled or terminated from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Bylaws of NTREIS, the Rules, or other membership obligations except failure to pay appropriate dues, fees or charges) all listings currently filed with the MLS by the expelled (terminated) Participant shall, at the Participant's option, be retained in the MLS until sold, leased, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the expiration date of the listing in effect when the

expulsion (termination) became effective. If a Participant has been expelled (terminated) from the Association or MLS (or both) for failure to pay appropriate dues, fees or charges, the MLS Staff will withdraw all of the expelled or terminated Participant's listings which are filed with the MLS. Notices of suspension/termination will serve as notification that listings of Participant will be withdrawn from the MLS.

7.20 When a Participant resigns from the MLS, the MLS Provider will withdraw all of the resigned Participant's listings which are filed with the MLS within ten (10) days after written notice of resignation is received.

7.21 If a Participant does not hold a valid Texas real estate broker's license, or a license or certification by an appropriate state regulatory agency to engage in the appraisal of real property, such Participant's membership in the MLS will automatically terminate immediately and all listings of such Participant will be withdrawn immediately from the MLS by MLS Staff.

7.22 Listings of property may be withdrawn from the MLS by the Listing Participant before the expiration date of the listing agreement provided the Listing Participant has written authorization from the owner(s) of such property for such withdrawal. Owners do not have the unilateral right to require the MLS to withdraw or cancel a listing without the Listing Participant's concurrence; however, when an owner(s) can document that the owner's exclusive relationship with the Listing Participant has been terminated, the MLS may remove the listing at the request of the owner. A Listing Participant shall not withdraw or cancel a Listed Property for the purpose of concealing the sale or the sales price.

7.23 A Participant or any licensee affiliated with a Participant who has an interest in Listed Property shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all Participants.

7.24 Listing information may be submitted by a Participant via computer transmission (as opposed to submitting a fully completed Data Input Sheet). By submitting listing information via computer transmission, a Participant warrants and represents that such Participant has a fully executed Qualified Listing Agreement and Data Input Sheet in such Participant's office and further covenants with NTREIS and all Other Participants to retain a copy of such Qualified Listing Agreement and Data Input Sheet for a period of at least one year after the date the Listed Property is sold or leased, or the listing expires, whichever occurs later.

7.25 Participants who are engaged in the appraisal of real property are encouraged to share with the MLS factual data relating to property sold and closed which is not otherwise reported through the MLS when the submission of such data is not in violation of any fiduciary obligation of such Participant; however, such factual data will not be included in any MLS Compilation.

7.26 Only photos/drawings of or maps to real property will be accepted in the MLS system.

7.27 As used in this section, "Media" means and includes all photos, virtual tours, and other renditions of Listed Property submitted electronically by a Participant or Subscriber. Each Participant or Subscriber who submits Media to the MLS grants the MLS and other Participants and

Subscribers the right to reproduce and display the Media in accordance with these Rules. Each Participant or Subscriber who submits Media to the MLS warrants and represents to NTREIS that such Participant or Subscriber has ownership of or the authority from the owner to submit such Media to the MLS and to grant NTREIS a non-exclusive license authorizing the MLS and other Participants and Subscribers the right to publish the Media anywhere the MLS Media may appear. Media submitted by a Participant or Subscriber may only be used for the specified purpose of displaying the Listed Property. NTREIS reserves the right to reject and/or remove from the MLS any Media intended for customer viewing only containing any text, personal advertising, or personal promotion of a Subscriber or Participant. Before a Participant or Subscriber uses Media from a previous listing submitted to the MLS, that Participant or Subscriber shall obtain the written consent of the former Listing Participant to use such Media.

NOTE: In order to assure compliance with the Rules, each Participant or Subscriber who engages a third party photographer and submits photos to the MLS is advised to obtain a written agreement with the photographer either assigning all rights, including copyrights to the photographs, to the Participant or Subscriber or obtaining a right to grant NTREIS a non-exclusive license to publish the photographs in accordance with these Rules. The following are alternative provisions which may be included in the agreement with the photographer:

“Photographer hereby assigns all right, title, and interest, including copyrights, in photographs to [insert name of Participant/Subscriber] and agrees to execute any further documents which may reasonably be necessary to effect such assignment.” or

“Photographer hereby authorizes [insert name of Participant/Subscriber] to grant a non-exclusive license to NTREIS to reproduce, distribute, and display photographs taken by Photographer.”

7.28 NTREIS does not permit the name, phone number, e-mail address, or web address of the listing agent or other similar information that is not descriptive in nature and relevant to an accurate portrayal of the Listed Property to be placed in the Property Description section of a listing. The same restrictions are applicable to the “Property Photograph” section, the “Picture Description” section, and the Driving Directions section. Only a true current photograph of Listed Property may be placed in the “Property Photograph” section without decorative borders, other embellishments, or any digitally enhanced modifications that would misrepresent the true condition or appearance of the property. Any alleged violation of this Rule will be subject to the enforcement procedures of Sections 11 and 12 of these Rules.

SECTION 8 - SELLING PROCEDURES

8.01 The Other Participant shall disclose clearly to the Listing Participant whether the Other Participant is acting as an owner's subagent or as a buyer's agent at the first contact with the Listing Participant, whether by telephone, written communication or by face to face contact. If the Other Participant fails to make such disclosure as set forth in the preceding sentence, the Listing Participant should request the Other Participant to make such disclosure prior to concluding such first contact. The failure of the Listing Participant to make such request of the Other Participant shall not waive or release the Other Participant from any obligation to furnish timely the agency disclosure set forth in this section.

8.02 Appointments for showing Listed Property shall be conducted exclusively through the Listing Participant. The Listing Participant may authorize the Other Participant to show the Listed Property as indicated in the showing instructions or showing features field. If after reasonable effort, the Other Participant is unable to contact the Listing Participant or his/her representative, then in that event, the Other Participant may make direct contact with the owner only for the purpose of showing Listed Property.

8.03 With the consent of the Listing Participant the Other Participant may deliver an offer or counter-offer to the owner, so long as the Other Participant does not discuss or attempt to discuss the terms or conditions of the offer or counter-offer with the owner. With the consent of the Other Participant, a Listing Participant may deliver an offer or counter-offer to the prospective buyer, so long as the Listing Participant does not discuss or attempt to discuss the terms or conditions of the offer or counter-offer with the prospective buyer. A copy of the offer or counter-offer must be delivered to the principal broker.

8.04 Access, entrance to, and/or activities of Participants/Subscribers while inside Listed Property is restricted and limited to brokerage activities for authorized real estate licensees pursuant to the Texas Real Estate License Act and such other activities expressly authorized by the owner of the Listed Property.

8.05 Unless otherwise agreed in writing by the Listing Participant and the owner(s), the Listing Participant shall submit to the owner(s) all written offers to purchase, lease, or exchange the Listed Property as soon as practicable until the closing of a sale or exchange, or the full execution of a lease, as applicable. If a subsequent offer is not conditioned upon the termination of a pending contract, the Listing Participant shall recommend that (i) the owner(s) obtain advice of legal counsel selected by owner(s) before accepting the subsequent offer or (ii) the owner(s) incorporate an Addendum for Second or "Back-Up" Contract promulgated by the TREC into any counteroffer of owner(s), or both.

8.06 The Other Participant or his/her representative has the right to accompany the Listing Participant or his/her representative when the offer procured by such Other Participant is presented to the owner(s), unless the owner(s) instructs the Listing Participant to the contrary. The Other Participant shall have no right to attend any subsequent discussions or evaluations of such offer by the Listing Participant and owner(s), or to accompany the Listing Participant to the owner(s) for submission of subsequent offers or counteroffers unless the owner(s) so requests or consents. The

Listing Broker retains the right to control the time of any appointments for presentation of offers or counteroffers.

8.07 The Listing Participant or his/her representative has the right to accompany the Other Participant or his/her representative when any counteroffer procured by such Listing Participant is presented to a prospective buyer, unless the buyer instructs the Other Participant to the contrary. The Listing Participant shall have no right to attend any subsequent discussions or evaluations of such counteroffer by the other Participant and the buyer or to accompany the Other Participant to the buyer for submission of subsequent counteroffers or offers unless the buyer so requests or consents. The Other Participant retains the right to control the time of any appointments for presentation of counteroffers or offers.

8.08 A Listing Participant shall report to the MLS any change in the status of a Listed Property, including final closing of sales and sale prices, within seventy-two (72) hours after such change of status occurs. If negotiations were carried on under Section 8.03 hereof, the Other participant shall report accepted offers and prices to the Listing participant within seventy-two (72) hours after occurrence and the Listing Participant shall report them to the MLS within seventy-two (72) hours after receiving notice from the Other Participant.

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

Note 2: In Texas where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action due to:

1. NTREIS hereby declares sale price information as confidential; and
2. NTREIS limits use of sale price information to Participants and Subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

NTREIS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to Participants and Subscribers. In any instance where a governmental body or third-party entity makes sale

price information provided by the MLS available other than as provided for in this provision, a Listing Participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

Note 3: As established in Section 19 the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.)

A Participant who fails to comply with this requirement will be fined by such Participant’s MLS Provider not less than \$50 per day nor more than \$100 per day so long as such failure continues after notice from the MLS Provider to the Listing Participant. Upon receipt of a written complaint alleging a violation of this policy, MLS Staff shall notify the accused Participant by telephone, email, and/or by facsimile transmission of the alleged violation. The accused Participant must respond by mail, email, or facsimile transmission not later than the close of business on the next succeeding business day either (a) admitting a violation of said policy or (b) denying a violation of said policy. If the accused Participant admits a violation of said policy, the accused Participant shall either (i) confirm that the alleged violation has been corrected, waive a hearing before the MLS Committee and agree to pay a fine of \$50 within ten (10) days after receipt of invoice or (ii) request a hearing before the MLS Committee on the alleged violation. If the accused Participant fails to respond as set forth herein, or denies the alleged violation of said policy, then in either event, the MLS Staff shall refer the alleged violation to the MLS Committee for hearing in accordance with Section 12.02 of the Rules at a meeting of the MLS Committee at the earliest scheduled meeting date, provided that the accused Participant receives at least twenty-one (21) days prior written notice of the date, time, and place of the scheduled hearing. The accused Participant may appear at such hearing in person or by duly authorized representative.

8.09 The Listing Participant shall report to the MLS all pending contracts, closings or fully executed leases, as applicable, involving a Listed Property within seventy-two (72) hours after the full execution of a contract of sale or closing of a sale, or the full execution of a lease, as the case may be. No correction to the terms of a closed sale or signed lease may be made after seventy-two (72) hours of the closing of a sale or the execution of a lease, as applicable by a Participant. Listed Property which is subject to pending contracts containing express conditions such as financing or inspections shall be identified by the appropriate codes. If the Listing Participant fails to report the closing of a sale or lease within the required seventh-two (72) hour period, the MLS Provider may report the data if necessary written documentation is provided by the Other Participant. If the Listing Participant reports erroneous information to the MLS regarding the closing of a sale, the Other Participant may submit the correct information, with supporting documentation to the appropriate MLS Provider for correction.

SECTION 9 - PROHIBITIONS

9.01 No Other Participant shall make available to any broker or firm which does not participate in the MLS any listing filed with the MLS without the prior written consent of the Listing Participant.

9.02 Participants shall not solicit a listing on Listed Property unless such solicitation is consistent with Article 16 of the Code of Ethics, the Standards of Practice, and the Case Interpretations of NAR.

9.03 Only the “For Sale” sign of the Listing Participant may be placed on a Listed Property. Prior to closing, the Other Participant may place a “Sold” sign on the Listed Property only with the consent of the Listing Participant.

9.04 Participants, Subscribers, and Ancillary Users shall not furnish to, disclose to, or permit the use of their MLS passwords and/or access codes to the MLS by any person, firm, company, or other entity, except as may be authorized from time to time by the Directors. Any violation of this section by a Participant, Subscriber, or Ancillary User will subject the violators to loss of MLS services in addition to any other sanctions authorized by these Rules or Policies of the Code of Ethics.

9.05 Participants and Subscribers may not publish or display to customers or clients the compensation offered to Other Participants.

SECTION 10 - OTHER PARTICIPANT COMPENSATION

10.01 The Listing Participant shall specify on each listing filed with the MLS the compensation offered to Other Participants for their services in the sale (or lease) of the Listed Property set forth in such listing. Such offers are unconditional except that entitlement to compensation is determined by the Other Participant’s performance as the procuring cause of sale (or lease) or as otherwise provided for in this Rule. The Listing Participant’s obligation to compensate any Other Participant as the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the Listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing Participant to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through the MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the Listing Participant to collect some or all of the commission established in the listing agreement; at what point in the transaction did the Listing Participant 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 Participant communicated to Other Participants that the commission established in the listing agreement might not be paid. In filing a property with the MLS, the Listing Participant is making blanket unilateral offers of compensation to the Other Participants, and shall therefore specify on each listing filed with the MLS, the compensation being offered to the Other Participants. Specifying the compensation on each listing is necessary, because the Other Participant has the right to know what his compensation

shall be prior to his endeavor to sell. At the option of the Listing Participant, subject to authorization by the owner, the Listing Participant retains the right to determine the amount of compensation offered to Other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different, or zero to either subagents or buyer agents, but not zero to both of them. The Listing Participant may, from time to time, adjust the compensation offered to Other Participants by publishing notice in advance of an Other Participant's submitting an offer to purchase to the MLS so that all Other Participants will be informed of the adjusted offer; and provided that the modification in the specified compensation is not the result of any agreement among all or any Other Participants in the MLS.

“NOTE: The compensation specified on listings filed with the MLS must appear in one of two forms, to-wit: (i) by showing a percent of the gross selling price or (ii) by showing a definite dollar amount. The essential and appropriate requirement by the MLS is that the information to be published shall clearly inform the Other Participants as to the compensation they will receive as subagents of owners or as buyer or tenant agents, or in other agency or nonagency capacities defined by law, as the case may be, in cooperative transactions unless advised otherwise by the Listing Participant, in writing, by means other than through the MLS in advance of an Other Participant's submitting an offer to purchase.”

The MLS shall not have a rule requiring the Listing Participant to disclose the amount of total negotiated commission in the listing contract. The MLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The MLS will not disclose in any way the total commission negotiated between the owner and the Listing Participant. The MLS shall make no rule on the division of commissions between Participants and nonparticipants. This shall remain solely the responsibility of the Listing Participant.

10.02 Listing Participants may, but are not required to, disclose potential short sales to Other Participants and Subscribers only in the private remarks field and/or the designated short sale field. When disclosed, Listing Participants may, at their discretion, advise Other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between Listing and Other Participants. As used in these Rules, a short sale is defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies.

10.03 The existence of a dual or variable rate commission agreement must be disclosed by the Listing Participant by a key, code or symbol as required by the MLS. As referred to herein, a variable rate commission agreement means a commission agreement whereby the owner of the property agrees to pay a specified commission if the property is sold or leased by the Listing Participant without assistance and a different commission if the sale or lease results through the efforts of an Other Participant or through the efforts of the seller/landlord. In response to inquiries from Other Participants, the Listing Participant shall disclose the differential which would result in either a cooperative transaction or alternatively, in a sale/lease which results through the efforts of the seller/landlord. If the Other Participant is a buyer/tenant agent, the Other Participant must disclose such information to his/her client, before the client makes an offer to purchase or lease.

10.04 If a Participant or any Subscriber affiliated with a Participant wishes to acquire a financial or ownership interest in Listed Property (which is not listed with such Participant or Subscriber), such contemplated interest shall be disclosed in writing to the Listing Participant not later than the time an offer to purchase the Listed Property is submitted to the Listing Participant.

SECTION 11 - COMPLIANCE WITH THE RULES

11.01 All Participants and Subscribers shall observe and comply with the Rules and the Policies, as amended from time to time.

11.02 It shall be the duty of every Participant to thoroughly instruct such Participant's Subscribers and personnel in the provisions of the Rules and to avoid any conduct injurious to, prejudicial to the best interest of, or tending to bring discredit upon the MLS.

11.03 MLS Providers shall not take any action to suspend services of the MLS to a Participant unless such Participant has been furnished at least ten (10) days prior written notice of the intent to suspend services to such Participant. Any such suspension shall remain in full force and effect until all service charges and fees owing by such Participant have been paid in full.

11.04 Other than as set forth in Section 11.03 above, if a Participant violates or fails to comply with any of the Rules, the provisions of Section 12.01 and Section 12.02 shall govern the procedures for handling any disciplinary action or sanctions imposed against a Participant.

11.05 Each Participant shall be responsible for any actions in violation of the Rules committed by any Subscriber or other person under the supervision of such Participant. A Participant shall be subject to disciplinary sanctions for the actions of any such Subscriber or other person who violates the Rules, in the same manner as if the actions of such Participant violated the Rules. Discipline that may be imposed may only consist of one or more of the following:

- a. Letter of warning
- b. Letter of reprimand
- c. Attendance at MLS Orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. Appropriated, reasonable fine not to exceed \$15,000
- e. Suspension of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation, the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Director, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the

fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

SECTION 12 - ENFORCEMENT OF RULES OR DISPUTES

12.01 Each complaint alleging a violation of the Rules must (a) be in writing; (b) identify the complaining party; and (c) be submitted to the MLS Provider from whom the Participant/Subscriber against whom the complaint is filed either obtains MLS service or holds membership. If an alleged violation of the Rules is brought to the attention of the MLS Staff of an MLS Provider, then said MLS Staff may investigate such alleged violation. If in the opinion of said MLS Staff, it appears that an alleged violation may have occurred, said MLS Staff shall submit a written report to the MLS Committee of such MLS Provider for consideration.

12.02 If the alleged offense is a violation of the Rules and does not involve a charge of alleged violation of one or more of the provisions of Sections 21 and 22 of the Rules or request for arbitration, the alleged violation may be considered and determined by the MLS Provider where the accused Participant/Subscriber holds membership or by the MLS Provider from whom the accused Participant/Subscriber obtains MLS service. If a violation is determined, the MLS Committee of the MLS Provider which considered the complaint may direct the imposition of a sanction, provided the recipient of such sanction may request a hearing by the Professional Standards Committee of the MLS Provider where such recipient either holds membership or obtains MLS services, in accordance with the Bylaws of said MLS Provider. Alleged violations of Sections 21 and 22 of the Rules will be referred to the appropriate Grievance Committee of an MLS Provider for processing in accordance with the professional standards procedures of that MLS Provider.

12.03 All other complaints of unethical conduct will be referred by the MLS Committee of an MLS Provider to the Association Executive of the MLS Provider where the accused Participant/Subscriber either holds membership or obtains MLS services for appropriate action in accordance with the professional standards procedures established in the Bylaws of said MLS Provider.

12.04 All complaints of unethical conduct or alleged violation of Section 21 and/or Section 22 of these Rules by a nonmember broker will be referred by the MLS Committee of an MLS Provider to the Association Executive of the Association where the accused nonmember broker obtains MLS services for appropriate action in accordance with the professional standards procedures established in the Bylaws of that Association.

SECTION 13 - CONFIDENTIALITY

A. CONFIDENTIALITY OF MLS INFORMATION

13.01 All information relative to a Listed Property provided by the MLS to Participants or Subscribers is official confidential information of the MLS and MLS Providers and exclusively for the use of Participants and Subscribers.

B. ACCURACY OF MLS INFORMATION

13.02 Information published and disseminated by the MLS is communicated verbatim, as filed with the MLS by the Participant. NTREIS does not verify any information furnished by Participants and disclaims any responsibility for its accuracy. Each Participant shall indemnify and hold NTREIS, the MLS and MLS Providers harmless from any liability arising from any inaccuracy of the information such Participant provides.

C. ACCESS TO COMPARABLE AND STATISTICAL INFORMATION

13.03 Members of a local Association/Board who are actively engaged in real estate brokerage, management, appraising, land development, or building but who do not participate in the MLS are entitled to receive, by purchase or lease, information other than current listing information that is generated, wholly or in part, by the MLS including “comparable” information, “sold” information, and statistical reports. Such information is provided for the exclusive use of Association/Board Members and individuals affiliated with Association/Board Members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm except as otherwise specified in the Rules. Association/ Board Members who receive such information, either as an Association or Board service or through the MLS are subject to the applicable provisions of the Rules whether they participate in the MLS or not.

SECTION 14 - OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS

14.01 By the submission of property Listing Content to the MLS, the Participant represents that such Participant has authority to grant and does thereby grant authority for NTREIS to include the property Listing Content in its copyrighted MLS Compilation and also in any statistical report on “Comparables”.

14.02 All right, title, and interest in each copy of every MLS Compilation created and copyrighted by NTREIS, and in the copyrights therein, shall at all times remain vested in NTREIS.

14.03 Each Participant shall be entitled to lease from NTREIS a number of copies of each MLS Compilation sufficient to provide the Participant and the Subscribers affiliated with such Participant with one copy of such Compilation. The Participant shall pay the rental fee set by NTREIS for each copy.

*NOTE: *The term “MLS Compilation”, as used in Sections 13 and 14 of these Rules, will be construed to include any format in which property Listing Content is collected and disseminated to the Participants, including, but not limited to, the MLS data base information, photos, or any other format whatsoever. Comparable data is not included in definition of MLS Compilation but are products of NTREIS.*

SECTION 15 - USE OF COPYRIGHTED MLS COMPILATIONS

15.01 Participants shall at all times maintain control over and be responsible for each copy of any MLS Compilation leased to them by NTREIS and shall not distribute copies to persons who are not Subscribers.

15.02 Participants and Subscribers shall be permitted to display the MLS Compilation solely to prospective buyers and tenants in their ordinary business activities of attempting to locate ready, willing, and able buyers and tenants for the properties described in said MLS Compilation.

15.03 Participants and Subscribers shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

a) Participants or Subscribers may reproduce from the MLS Compilation, and distribute to prospective buyers or tenants, a reasonable* number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective buyers or tenants are, or may, in the judgment of the Participants or Subscribers be interested. Notwithstanding the foregoing, nothing contained herein will be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing print-outs of reports or other compilations of data pertaining exclusively to properties currently listed for sale or lease with the Participant.

NOTE: It is intended that the Participant be permitted to provide prospective buyers with Listing Content relating to properties which the prospective buyer has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable", as used in Section 15.03(a), should therefore be construed to permit only limited reproduction of property Listing Content intended to facilitate the prospective buyers' decision-making process in the consideration of a purchase.*

Factors which may be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, include, but are not limited to, the total number of listings in the MLS Compilation; how closely the types of properties contained in such listings accord with the prospective buyer's expressed desires and ability to purchase; whether the reproductions were made on a selective basis; and whether the type of properties contained in the property Listing Content is consistent with a normal itinerary of properties which would be shown to the prospective buyers.

b) All MLS information, whether provided in written or printed form, electronically, or in any other form or format, is provided for the exclusive use of the Participants and Subscribers who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office or firm. Notwithstanding the foregoing, a Participant or Subscriber acting as agent for an owner(s), buyer(s) or tenant(s), as applicable, in possession of current listing information, "sold" information, "comparables", or statistical information may utilize such information to support ~~an estimate of value~~ valuations on a particular

~~property~~ properties for such owner(s), buyer(3) or tenant(a). Any MLS Content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MSL in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be as supporting documentation. Any other use of such information is hereby unauthorized and prohibited. A Participant or Subscriber who is not acting as agent for an owner(s), buyer(s) or tenant(s), as applicable, is only authorized to furnish statistical data (without interpretation or opinion) relating to current listing information, “sold” information, or “comparables” to such owner(s), buyer(s) or tenant(s). However, a Participant or Subscriber is not prohibited from presenting appropriate information to an owner(s) in an effort to obtain a listing of such owner’s property.

c) Notwithstanding the foregoing, Participants/Subscribers reserve the non-exclusive rights to reproduce, publish, distribute and/or otherwise use the photos of their Listed Properties.

SECTION 16 - USE OF MLS INFORMATION

16.01 Information from the MLS Compilation of current listing information, from the “Statistical Report” of NTREIS, or from any “sold” or “comparable” report of NTREIS or the MLS may be used by Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass media advertising by a Participant or in other public representations. This authority does not convey the right to include in any advertising or representation information about specific properties, including, but not limited to, the address, sales price, or other terms of sale, which are listed with Other Participants or which were sold by Other Participants (as either listing or cooperating broker). However, any print or any non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by NTREIS or the MLS must clearly demonstrate the period of time over which such claims are based and shall include the following or a substantially similar notice:

“Based on information from the North Texas Real Estate Information Systems, Inc., for the period (date) through (date).”

16.02 Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant’s licensure or certification as a real estate broker, salesperson, or appraiser and unauthorized uses are prohibited. Nothing contained in the Rules is intended to convey participation or membership or any right of access to information developed by or published by the MLS where access to such information is prohibited by law.

16.03 Participants and Subscribers may not publish or display to customers or clients the name, phone number, or e-mail address, of any seller or occupant of Listed Property.

16.04 NTREIS does not permit display of any Media (as defined in Section 7.27 above) for any listing that has been in an off-market status for twelve (12) months or more, except for the primary photo for that listing.

16.05 Publication or display to customers or clients of remarks will be limited to Property Description and Directions. For example, instructions for showings, remarks for Other Participants and security of Listed Property are prohibited.

16.06 MLS data fields authorized for publication or display may not be changed by any Participant or Subscriber other than the Listing Participant or the agent of the Listing Participant. MLS data may be augmented with additional data not otherwise prohibited from publication or display, provided the source of any additional data is clearly identified. This Rule does not restrict the format of MLS data publication or display or the publication or display of fewer than all of the listings or fewer authorized data fields.

16.07 Publication or display of MLS data must include a notice indicating that the data is deemed reliable, but is not guaranteed accurate by the MLS or NTREIS.

16.08 Each listing displayed on a website of a Participant or Subscriber other than the Listing Participant shall identify the name of the listing brokerage firm and listing agent in typeface not smaller than the median used in the display of listing data.

SECTION 17 - INTERNET DATA EXCHANGE (“IDX”)AND DOWNLOADING

INTERNET POLICIES

17.01 IDX affords Participants/Subscribers the ability to authorize limited electronic display of their listings by Other Participants on their consumer accessible web sites aggregated NTREIS MLS active listing information through, at Participants’/Subscriber’s option, either downloading and placing the data on their consumer accessible web sites or by framing such information on a NTREIS web site (if such a site is available) subject to the requirements of state law and regulation. Participants/Subscribers may not combine the aggregated NTREIS data with non-NTREIS data nor forward aggregated NTREIS data to other web sites. Participants shall be responsible for the use of NTREIS data on web sites of Subscribers sponsored by that Participant. Subscribers must obtain authorization from their Participant before downloading NTREIS data to the Subscriber’s public web site.

17.02 a) Participation in IDX is available to all Listing Participants who consent to display of their listings by Other Participants.

b) Listing Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

c) Listing Participants may not use IDX-provided listings for any purpose other than display as provided in these Rules. This provision does not require Participants to prevent indexing of IDX listings by recognized search engines.

d) Listings, including property addresses, can be included in IDX displays except where a seller has directed the Listing Participant to withhold his listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs).

17.03 Internet search and display of aggregated NTREIS information shall include no more information than is on the NTREIS Customer Report. The Customer Report is a report with respect to a specific listing which can be viewed on-line or downloaded and printed out and handed to a consumer. The Customer Report includes information about the property which is the subject of the listing, including all search fields and displays of that property on a Subscriber's website. Only the information contained in a Customer Report may be displayed or used as search criteria on an IDX Website.

17.04 Unless state law requires prior written consent from Listing Participant, Listing Participant's consent for such display is presumed unless a Listing Participant affirmatively notifies NTREIS in writing that the Listing Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, then Participant and Subscribers of that company may not download, frame, or display the aggregated MLS data of Other Participants. Even where Listing Participants have given blanket authority for Other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display.

17.05 No Participant/Subscriber has the right to give his/her MLS password or access code to third parties nor allow MLS data to be downloaded by third parties without prior NTREIS authorization. Any violation of this section by a Participant, Subscriber, or Ancillary User will subject the violators to loss of MLS services in addition to any other sanctions authorized by these Rules or Policies of the Code of Ethics.

17.06 Property listings on consumer accessible web sites that contain NTREIS data must show the Listing Participant's company name and the Listing Agent's name in a reasonably prominent location on each property listing in a print size that matches the size of the print in the remarks section or that matches the other print in a listing that does not include remarks. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

17.07 Only remarks that NTREIS indicates are public remarks are permitted to appear on the Customer Report and therefore on consumer accessible web sites.

17.08 Any display of Other Participant's listings must include:

a) the source of the information being displayed;

- b) a display of the date of the last update on the web site; and
- c) a display of the NTREIS logo on all Thumbnail listings (along with an explanation of the meaning of the use of the NTREIS logo).

Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

17.09 Participants/Subscribers may not modify, edit, or manipulate factual information from the aggregated NTREIS data that appears on their consumer accessible web sites or in the NTREIS Customer Reports.

17.10 Consumers accessing a Participant’s/Subscriber’s public web site that contains NTREIS data must be notified that they may not reproduce or redistribute the NTREIS data since the use of this data is only for people viewing that site. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

17.11 Only active listing statuses may be shown when available listings are displayed on a Participant’s/Subscriber’s consumer accessible web site, together with an explanation of what the status symbol means. Display of expired, withdrawn, pending and sold listings is prohibited on a Participant’s/Subscriber’s consumer accessible web site. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

17.12 Participants/Subscribers shall not download and display aggregated NTREIS sold data onto their consumer accessible websites.

17.13 All employees/contractors of Participants/Subscribers who need access to NTREIS data must be given a copy of the Rules.

17.14 Participants/Subscribers who contract with employees and/or contractors who will have access to the NTREIS database must incorporate an addendum to any such contract outlining the responsibilities of such employees and/or contractors substantially in a form approved by the Directors.

17.15 NTREIS shall specify the available facilities to be used for supporting the downloading activities of Participants/Subscribers and their employees and contractors.

17.16 Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the Listing

Participant. Selection of listings displayed on any IDX site must be independently made by each Participant.

17.17 Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours.

17.18 Except as provided in the IDX policy and these Rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

17.19 Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these Rules, “control” means the ability to add, delete, modify, and update information as required by the IDX policy and these Rules.

17.20 Any IDX display controlled by a Participant or Subscriber that

(a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

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

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The Listing Participant or Listing Agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 17.24, a Participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that particular feature has been disabled at the request of the seller.

17.21 Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the Listing Participant or Listing Agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

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

SECTION 18 - COMPUTER MESSAGING

18.01 The message function on the MLS computer will be used exclusively to disseminate to Participants and Subscribers general information relating to Listed Properties or MLS Provider activities. Any defamatory or obscene statements or use which violates federal, state, or local laws or the rights of any person is expressly prohibited.

SECTION 19 – VIRTUAL OFFICE WEBSITE RULES

19.01 a) A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

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

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

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

c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

19.03 a) Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;

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

iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;

v) That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.

e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants’ listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

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

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

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

19.06 a) A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

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

initials of seller

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

19.07 a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any

listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.08, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

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

19.09 A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every seventy-two (72) hours.

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

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

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

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

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

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

- a) The compensation offered to other MLS Participants.

- b) The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- c) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
- d) Selling price information

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

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

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

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

19.20 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.

19.21 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 the MLS, to identify the source of the listing.

19.22 A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

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

SECTION 20 - AMENDMENTS

20.01 Amendments to the Rules or Policies may be proposed from time to time. Proposed amendments must be presented to the Directors by a Director or Officer of NTREIS with notification provided to each shareholder/Association at least fourteen (14) days prior to being acted upon by the Directors. Amendments will be effective upon approval by a majority vote of the Directors.

SECTION 21 - ARBITRATION OF DISPUTES

21.01 By becoming and remaining a Participant, each Participant agrees to arbitrate contractual disputes with Participants in different firms arising out of their relationships as Participants as set forth in these Rules.

21.02 If all disputants are members of the same Association/ Board, or have their principal places of business within the same Association's territorial jurisdiction, they must arbitrate pursuant to the procedures of that Association/Board.

21.03 If the disputants are members of different Associations/Boards, or if their principal places of business are located within the territorial jurisdictions of different Associations/Boards, and the complainant is a Participant of the MLS, the complainant may at his/her option, file the request for arbitration either with an Association in which the respondent holds primary or secondary membership or with an Association where the respondent obtains MLS services. The respondent shall be obligated to arbitrate in accordance with the procedures of the forum so selected.

SECTION 22 - STANDARDS OF CONDUCT FOR PARTICIPANTS

22.01 Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that Other Participants have with clients.

22.02 Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on Listed Property without written consent of the seller/landlord.

22.03 Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a Listing Participant's offer of cooperation and/or compensation to other brokers without the consent of the Listing Participant.

22.04 Participants shall not solicit a listing which is currently listed exclusively with another Participant. However, if the Listing Participant, when asked by another Participant, refuses to disclose the expiration date and nature of such listing, i.e., an exclusive right to sell, an exclusive agency, or other form of contractual agreement between the Listing Participant and the owner, the Other Participant may contact the owner to secure such information and may discuss the terms upon

which the Other Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

22.05 Participants shall not solicit buyer/tenant agency agreements from buyers/tenants who are subject to exclusive buyer/tenant agency agreements. However, if a buyer/tenant agent, when asked by another Participant, refuses to disclose the expiration date of the exclusive buyer/tenant agency agreement, the Other Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the Other Participant might enter into a future buyer/tenant agency agreement or, alternatively, may enter into a buyer/tenant agency agreement to become effective upon the expiration of any existing exclusive buyer/tenant agency agreement.

22.06 Participants shall not use information obtained from the Listing Participant, through offers to cooperate received through MLS or other sources authorized by the Listing Participant, for the purpose of creating a referral prospect to a third broker, or' for creating a buyer/tenant prospect unless such use is authorized by the Listing Participant.

22.07 The fact that an agency agreement has been entered into with a Participant does not preclude or inhibit any Other Participant from entering into a similar agreement after the expiration of the prior agreement.

22.08 The fact that a prospect has retained a Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude Other Participants from seeking such prospect's future business.

22.09 Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants, or others who are not represented by an exclusive agent but shall not knowingly obligate them to pay more than one commission except with their informed consent.

22.10 When a Participant is contacted by the client of another Participant regarding the creation of an agency relationship to provide the same type of service, and such Participant has not directly or indirectly initiated such discussions, such Participant may discuss the terms upon which such Participant might enter into a future agency agreement or, alternatively, may enter into an agency agreement which becomes effective upon expiration of any existing exclusive agreement.

22.11 In cooperative transactions, Participants shall only compensate Other Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with Other Participants without the prior express knowledge and consent of the Other Participant.

22.12 a) Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another Participant. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this rule.

b) The following types of solicitations by Participants and Subscribers are prohibited:

i) Telephone or personal solicitations of property owners whose properties are exclusively listed with another Participant and who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another Participant; and

ii) Mail or other forms of written solicitations of prospects whose properties are exclusively listed with another Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, “for sale” or “for rent” signs, or other sources of information intended to foster cooperation with Participants.

22.13 Prior to entering into a representation agreement, Participants have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid, exclusive agreement with another broker to provide the same type of real estate service.

22.14 Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord’s representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord’s representative or broker not later than execution of a purchase agreement or lease.

22.15 On unlisted property, Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact with the seller/landlord on behalf of that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. Such Participants shall make any request for anticipated compensation from the seller/landlord at first contact.

22.16 Participants, acting as representatives or brokers of sellers/landlords or as subagents of Listing Participants, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

22.17 Participants are not precluded from contacting the client of another Participant for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers’ exclusive agreements. However, information received through the MLS or any other offer of cooperation may not be used to target clients of Other Participants to whom such offers to provide services may be made.

22.18 Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the Listing Participant’s offer of compensation to subagents or buyer/tenant representatives or brokers or make the submission of an

executed offer to purchase/lease contingent on the Listing Participant's agreement to modify the offer of compensation.

22.19 All dealings concerning exclusively Listed Property, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client. Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, Participants shall ask prospects whether they are a party to any exclusive representation agreement. Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements.

22.20 These Rules are not intended to prohibit ethical albeit aggressive or innovative business practices, and do not prohibit disagreements with Other Participants involving commissions, fees, compensation, or other forms of payment or expenses.

22.21 Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices nor shall Participants make false or misleading claims about their own businesses to include but not limited to, falsification of comparable data reported to the MLS.

22.22 Participants and Subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This requirement does not preclude Participants from establishing agreements with the associated licensees governing assignability of exclusive agreements.

SECTION 23 – EFFECTIVE DATES

23.01 These Rules, as amended, will be effective upon approval by the Directors of NTREIS and by NAR.



KeyBox/Key

Rules & Regulations

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Revised 04/2016 (Corp revisions 12/04)

**METROTEX ASSOCIATION OF REALTORS®, INC.
KEYBOX AND KEY RULES AND REGULATIONS**

The following Rules and Regulations (the "Rules") shall apply to members of all Associations/Boards of REALTORS® who participate (the "Participants") in the KeyBox System of the MetroTex Association of REALTORS®, Inc. ("MetroTex"), and shall also apply to members of all Association/Boards who do not participate in the KeyBox System of MetroTex, but utilize the KeyBox System of MetroTex (the "Non-Participants"). The Participants are: MetroTex Association of REALTORS®, Inc., Stephenville Association of REALTORS, Inc. and Navarro County Association of REALTORS®, Inc. (Associates of both the Participants and the Non-Participants are sometimes referred to collectively as the "Associates.")

The following Rules for the use of the KeyBox System have been established by MetroTex and shall remain in full force and effect until changed or modified by the Board of Directors of MetroTex Key Services, Inc.

1. Use of KeyBoxes on Property. Associates are not required to place KeyBoxes on listed property. Associates are encouraged to use the KeyBox on all listed property. However, if an Associate or the owner elects and signs a consent form required by MetroTex, the Associate may use a combination lockbox on the property and shall so note in the MLS.
2. More than One KeyBox on Property. Associates may place two or more KeyBoxes on the same property. Associates may place both a recording KeyBox and a combination (non-recording) lockbox on the same property. However, these practices are not encouraged by MetroTex.
3. Updating of Keys. Associates must update their Keys at least once a week or as established by MetroTex in writing from time to time.
4. Conditions of Key Use. An Associate may not use his or her Key to access a KeyBox without first calling the listing office (or, if applicable, calling the appropriate showing system utilized by the listing office) to ascertain the availability of the property, make an appointment with the owner, and obtain and follow any other instructions from the listing office or appropriate showing system. This rule does not apply to vacant property. If the listing Associate has indicated in the MLS that the property is vacant and has authorized "GO" in the MLS, then the Associate may proceed to the property and use the Key to obtain entrance through the KeyBox. Upon receipt of a complaint against a member alleging violation of the rule requiring an Associate to make an appointment and to follow showing instructions to show property through the listing office or appropriate showing system, MetroTex staff will notify that member in writing that the member may be required to appear at a hearing before the MLS Committee of MetroTex. Upon request of the MLS Committee, the current complaint(s) and any prior complaint(s) against the member may be presented for consideration and action.

5. Key and KeyBox Changes. Changes requested by an Associate of a Participant or Non-Participant for programming of his or her Key or his or her KeyBox may be made by the staff of any Participant. The staff members at the Board/Association so authorized to make such changes are further authorized to:
 - a. Reprogram an Associate's personal identification number ("PIN").
 - b. Reprogram the shackle code on an KeyBox based on a written request of the owner of the KeyBox, unless the owner of the KeyBox personally appears to request such change.
 - c. Reprogram an Associate's KeyBox for hours other than the predetermined timed access currently in the KeyBox. The predetermined timed access is 7:00 a.m. to 9:00 p.m., Central Standard Time, or 8:00 a.m. to 10:00 p.m., central daylight time. Each Associate may, at his or her discretion, turn on or turn off the predetermined timed access on each KeyBox using his or her Key. When the timed access is turned off, the KeyBox may be entered twenty-four (24) hours each day.
6. Transfer of KeyBoxes. Associates may transfer KeyBoxes from a Broker's name to an Associate's name, from an Associate's to a Broker's name, or from Associate to Associate. The established value of each KeyBox at the present time is \$40.00 for returns. Associates who transfer KeyBoxes are required to notify MetroTex of the KeyBox serial number and the name of the person or company now responsible for that KeyBox and deliver a fully completed KeyBox Transfer Report form to MetroTex. Failure to report the transfer of a KeyBox may result in a fine for both parties involved in the transfer. MetroTex may, from time to time in its sole discretion, repurchase KeyBoxes from Associates, but is not required to do so.
7. Surrender of Key. An Associate must surrender his or her Key within five (5) days upon the following events:
 - a) Termination of either Broker/Principal Affiliate or Keyholder as an active REALTOR or Affiliate member in good Standing –OR--
 - (b) Termination of Keyholder's affiliation with Broker/Principal Affiliate for any reason.Any refund of the deposit shall be determined as set forth in the Key Lease Agreement.
8. Replacement of Display Keys. Except for malfunctioning Keys, if an Associate requests a replacement Key, the Associate will be required to pay an additional fee not to exceed \$150.00 to receive a replacement Key and/or \$89.00 to receive a replacement Cradle. Associates may only hold one active Key at any one time. Lost or stolen Keys must be rendered inactive before a replacement Key can be issued, and the deposit shall be forfeited for each lost or stolen Key.
9. Loan of Key. Associates shall not loan, give, or allow the use of his/her Key by other persons or Associates at any time with the exception of a temporary loan to an Associate of

the same brokerage firm made necessary by key failure. An Associate may only loan or borrow a Key from/to a participant or subscriber affiliated with the same Designated Broker.

10. Violation of Rules. If after a hearing before the MLS Committee, the Committee finds that a Key has been loaned or borrowed in violation of the rule, the following minimum fines may be assessed against each Associate who loaned and/or borrowed the Key as determined by the Committee:

First offense	-	\$250 fine
Second offense	-	\$500 fine
Third offense	-	Possible suspension or revocation of Key privileges with no refund of security deposit.

11. Key Lease Agreement. Associates must execute a Key Lease Agreement prior to being issued a Key. The lease agreement must be completed and signed by the Designated REALTOR®, Principal Affiliate or other authorized signatory. A letter of good standing from the local Association/Board of which the Associate is a primary member is necessary before issuing a Key. MetroTex will enforce all of the terms and provisions contained in said lease agreement. If an Associate ceases to have a current or valid Lease Agreement, the Associate shall still be bound by all these rules and regulations so long as such Associate is in possession of a Key or KeyBox. Violation or breach of the terms and conditions of the lease agreement shall be deemed violations of these rules and regulations.
12. Abandonment of KeyBox. Upon receipt of a complaint regarding the abandonment of an KeyBox at a property, MetroTex will verbally notify the KeyBox holder that a complaint has been filed. The KeyBox holder shall have 48 hours from the notification to remove the KeyBox from the property. If the KeyBox is not removed within such 48 hour period, the shackle code of that KeyBox shall be released to the Associate who filed the complaint (or the Associate representing the person(s) who filed the complaint), and that KeyBox shall be transferred into such Associate's name upon the completion and receipt by MetroTex from such Associate of an appropriate transfer form.
13. Fee Difference. The fees as set from time to time by MetroTex for the Keys may be higher for Non-Participating Members than for Participating Members.
14. Assignment of Codes. PIN codes will not be issued to any Associate except in person. For security purposes, no PIN codes will be issued by telephone, electronic mail, or facsimile. Associates may obtain shackle codes and CBS codes directly from the Supra online system. Shackle codes and CBS codes will be issued by telephone only after a return call is made to the Associate for verification purposes. Associates shall never carry their PIN codes together with a Key.

15. Keys Non-Transferrable. Keys are not transferrable. Associates who no longer need or desire a Key must return their Key to MetroTex to receive a refund of their deposit. At the time of return of the Key, it may be re-issued.
16. Refunds. The refund of a Key or KeyBox deposit, if any, will be sent to the name of the person or company leasing the Key or KeyBox, unless satisfactory written documentation is provided by the lessee of the Key or KeyBox to the contrary.

**RULES FOR KEYBOXES FOR AFFILIATES AND
FOR UNLICENSED ASSISTANTS**

17. Affiliate Key System. A person who wishes to participate in the Affiliate Key System of MetroTex must be a Principal Affiliate or an Additional/ Associate Affiliate member in good standing of a Participating or Non-Participating Association (the "Affiliate"). If the person qualifies as a REALTOR® member of any one of the Participating or Non-Participating Associations, he or she must apply to that Board/Association as a REALTOR® member and not as an Affiliate member in order to obtain a Key. All rules and regulations contained herein shall apply to both Affiliates and to any Unlicensed Assistants, except the following shall supersede any conflicting rules and regulations:
 - a. Each Principal Affiliate member and Additional/Associate Affiliate member may lease only one Key. Any security deposit will be refunded to the Principal Affiliate or Additional Affiliate member, provided he or she returns the Key at the time his/her membership terminates and provided that there are no other outstanding fees or dues owed by the Affiliate member to that Board/Association and provided that there was no physical damage to the Key.
 - b. The Affiliate Key may not be loaned to another member of the same firm or to any other person with the exception of loans made necessary by failure of the Key. In the event of a failure of the Key, the Affiliate may only loan or borrow a Key from/to another member associated with the same Principal Affiliate.

If after a hearing before the MLS Committee, the Committee finds that a Key has been loaned/borrowed in violation of the rule, the following minimum fines may be assessed against each Key holder who loaned and/or borrowed the Key as determined by the Committee:

First offense -	\$100 fine
Second offense-	\$500 fine
Third offense -	Revocation of Board/Association membership and recall of the Key with no refund of security deposit.

- c. All Principal Affiliates, Additional/Associate Affiliates and Unlicensed Assistants must come to the Board/Association of which they are primary members or MetroTex to receive training prior to being issued the Key.
- d. All Principal Affiliates, Additional/Associate Affiliate and Unlicensed Assistants are also required to comply with all other applicable Electronic KeyBox Rules which are then in effect. (See above Electronic KeyBox Rules).
- e. Principal Affiliates, Additional/Associate Affiliates and Unlicensed Assistants may not purchase KeyBoxes.
- f. Principal Affiliates, Additional Associate Affiliates and Unlicensed Assistants may be issued only Affiliate Keys that require a call before showing ("CBS") code in order to be used on property. The CBS code is a seven digit code that is known only by the owner of the KeyBox and is required to be programmed into an Affiliate Key in order to open a KeyBox.

Licensed Texas Inspectors: Principal Affiliates and Additional Affiliate Members with a Texas Inspector License (Inspector) may be issued a full access Key, which does NOT require a call before showing (CBS) code once the Inspector has signed the “Application for Keycard Access for Affiliate Members with a Texas Inspector License” agreement. If the Inspector does not meet the requirements of this agreement, then no Key will be issued.

**ADDITIONAL RULES FOR UNLICENSED ASSISTANT TO OBTAIN
AND UTILIZE KEYS**

- 18. Unlicensed Assistant Lease of Key. In order for an Unlicensed Assistant to receive the advantages of leasing a Key without requiring membership in MetroTex, all rules and regulations herein shall apply, and the following additional rules must be satisfied:
 - a. The lease agreement for the Key must be signed by each of the following persons:
 - 1. The Unlicensed Assistant, and
 - 2. The Designated REALTOR® of the firm or the Office's Broker of Record; and
 - 3. The sponsoring REALTOR®/Member with whom the Unlicensed Assistant is associated.
 - b. The Key must be issued in the name of the Unlicensed Assistant.

- c. The Unlicensed Assistants will be required to meet all other applicable KeyBox Rules then in effect. (See above KeyBox Rules.) Failure to abide by the Rules will result in disciplinary action as outlined in Paragraph 17(b) of the KeyBox Rules.
- d. The Unlicensed Assistants will be charged the same fees for the Key as all Affiliates.
- e. The REALTOR® member for whom the Unlicensed Assistant works and/or the Designated REALTOR® of the firm is responsible to notify MetroTex immediately upon termination of the Unlicensed Assistant and for the return of the Key to MetroTex .
- f. An Unlicensed Assistant is defined as an individual who does not have an active, current real estate license issued by the Texas Real Estate Commission.

BYLAWS OF THE

MetroTex Association of REALTORS[®], Inc.

Amended Effective September 25, 2014

ARTICLE I - NAME AND DEFINITIONS

Section 1. Name. The name of this organization shall be the MetroTex Association of REALTORS[®], Inc., hereinafter referred to as the "Association."

Section 2. REALTORS[®]. Inclusion and retention of the registered collective membership mark REALTORS[®] in the name of the Association shall be governed by the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS[®] as from time to time amended.

Section 3. Definitions.

(a) **Real Estate Profession.** The phrase "real estate profession" shall mean the buying, selling, exchanging, renting, leasing, managing, appraising of real property for compensation, counseling, building, developing, subdividing, or auctioning of real property.

(b) **Member.** "Member" shall mean an individual who qualifies and is elected to any class of membership in the Association as defined in the Bylaws and who pays applicable membership fees.

(c) **Designated REALTOR[®] Member.** "Designated REALTOR[®] Member" shall mean either (i) the individual REALTOR[®] Member under whose real estate broker's license a firm's sales associates are sponsored or licensed by the state or under whose license (on behalf of the owners) the firm operates or (ii) the individual REALTOR[®] Member who is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. The Designated REALTOR[®] Member is responsible for payment of (i) annual dues based on real estate salespersons and licensed or certified appraisers who (1) are employed by or affiliated as independent contractors with the Designated REALTOR[®] Member and (2) are not REALTOR[®] Members of any local board or association of REALTORS[®] in the State of Texas or a state contiguous thereto, and (ii) Association fees and any other financial commitments owed to the Association by the firm or sales associates or licensed or certified appraisers who are affiliated with the firm of the Designated REALTOR[®] Member, as well as the ethical behavior of all licensees or certified appraisers within that firm.

(d) **Life Member.** A Life Member shall be an individual who has been (i) a REALTOR[®] Member of the Association for at least twenty (20) consecutive years, (ii) has attained the age of 70 years, and (iii) has retired from the real estate profession or is disabled. A REALTOR[®] Member whose combined memberships exceed twenty (20) consecutive years and meets the other qualifications of this section shall be eligible for Life Membership. Refer to the Texas Association of REALTORS[®] Bylaws for information concerning eligibility for Life Membership in the Texas Association of REALTORS[®].

(e) Quorum. A quorum for the transaction of business shall consist of those REALTOR® Members present at a duly called meeting who are eligible to vote, except as otherwise provided in these Bylaws.

(f) Executive Committee. The Executive Committee is composed of and is authorized as set forth in Section 8 of Article XIII of the Bylaws. The Executive Committee operates on behalf of the total membership but is responsible directly to the Board of Directors. The role of the Executive Committee is often consultative, but the Executive Committee may be authorized to negotiate contracts or take direct administrative action on personnel problems.

(g) Standing Committee. A Standing Committee considers subjects of a particular category arising during a stated period. Standing Committees are permanent and are assigned certain areas of responsibility on a continuing basis. Standing Committees carry out functions necessary to preserve and operate the organization.

(h) Task Force. A Task Force consists of a group of persons appointed by the President or the Board of Directors and is charged with addressing a particular matter. Task Forces may be classified according to function or longevity or both. Some Associations prefer to call these "committee" task forces. Task Forces deal with organizational and operational procedures or with specific, permanent aspects of the Association.

ARTICLE II - OBJECTIVES

The objectives of the Association are:

1. To unite those engaged in the recognized branches of the real estate profession for the purpose of exerting a beneficial influence upon the profession and related interests.

2. To promote and maintain high standards of conduct in the real estate profession as expressed in the *Code of Ethics* of the NATIONAL ASSOCIATION OF REALTORS®.

3. To provide a unified medium for real estate owners and those engaged in the real estate profession whereby their interests may be safeguarded and advanced.

4. To further the interests of home and other real property ownership.

5. To unite those engaged in the real estate profession in this community with the Texas Association of REALTORS® and the NATIONAL ASSOCIATION OF REALTORS®, thereby furthering their own objectives throughout the state and nation, and obtaining the benefits and privileges of membership therein.

6. To designate, for the benefit of the public, individuals authorized to use the terms REALTOR® and REALTORS® as licensed, prescribed, and controlled by the NATIONAL ASSOCIATION OF REALTORS®.

ARTICLE III - JURISDICTION

Section 1. Territorial Jurisdiction Boundaries. The territorial jurisdiction of the Association as a Member of the NATIONAL ASSOCIATION OF REALTORS® shall include (i) the County of Dallas, State of Texas, except the areas within the corporate limits of the city of Garland Texas; (ii) the City of Grand Prairie as determined by the official city limits, including extra territorial jurisdiction of the city being located in Dallas, Tarrant, and Ellis counties; (iii) Hunt County, (iv) the County of Rockwall, State of Texas; (v) the County of Kaufman, State of Texas (vi) the County of Van Zandt, State of Texas; (vii) beginning at the Northeast corner of Tarrant County, Texas; thence West along the North county line to its intersection with U.S. Highway No. 377 thence South along U.S. 377 line to the Ed Bourland Road; thence East along with the Ed Bourland Road on a straight line to the J.T. Ottinger; thence South along the Ottinger Road to State Farm to Market Road 1709; thence West along said Farm to Market Road 1709 to County Road 4095 (also known as the Needham Allen Road); thence South along County Roads 4095 and 4079 (also known as the Keller Smithfield Road) to County Road 4092; thence West along 4092 to County Road 4093; thence South then East along 4093 to County Road 3113, continuing East on 3113 and a straight line (to the North City limit line of North Richland Hills as of 1963; thence East along the North City limit line of North Richland) to County Road 3035; thence South along County Road 3035 to its intersection with State Highway 121; thence Southwesterly along 121 to the Booth-Calloway Road; thence South long Booth-Calloway Road to the Rock Island and Gulf Railroad track; thence Easterly along said railroad track to the Souder-Hurst Road; thence South along said road to the Rock Island and Gulf Railroad spur track; then East along said spur track to the Bedford-Arlington Road to its intersection with the Chicago Rock Island railroad track; thence Easterly and Northerly along the North side of said railroad track to its intersection with the East County line of Tarrant County, Texas; thence due North along said County line to the Northeast corner of Tarrant County, Texas and the place of beginning ; and (viii) the portion of the County of Denton, Texas, that is located within the perimeter boundaries described as follows:

(a) Western Boundary: Lewisville Independent School District ("LISD") boundary beginning at the junction of said line with the common line of Denton County and Dallas County; thence proceeding north and east until the point at the intersection of the LISD boundary line and the Carrollton city limits boundary line; thence north along the Carrollton city limits boundary line to a point at the intersection of Highway 544; thence west to a point at the junction of Highway 423; thence north to a point at the junction of Highway 121; thence southwest along Highway 121 to a point at the junction of the Lewisville city limits; thence north and west along the Lewisville city limits boundary line to a point at the junction of the northern LISD boundary line.

Note: In instances where roads are used as boundaries, the center line of the road will be the dividing line.

(b) Northern Boundary: The northern Lewisville Independent School District boundary line.

(c) Eastern Boundary: Denton/Collin County common line.

(d) Southern Boundary: Denton/Dallas County common Line.

Section 2. Territorial jurisdiction is defined to mean: The right and duty to control the use of the term "REALTOR[®]" or "REALTORS[®]" subject to the conditions set forth in these Bylaws and the Bylaws of the NATIONAL ASSOCIATION OF REALTORS[®]. In return, this Association safeguards the property rights of the NATIONAL ASSOCIATION OF REALTORS[®] in the use of these terms.

ARTICLE IV - MEMBERSHIP

Section 1. Classes of Members. There shall be five (5) classes of Members as follows:

(a) REALTOR[®] Members. REALTOR[®] Members, whether primary or secondary, shall be:

(1) Individuals having a currently issued Texas real estate broker's license or are licensed or certified appraisers who, as sole proprietors, partners, corporate officers, or branch office managers, are engaged actively in the real estate profession, including buying, selling, exchanging, renting or leasing, managing, appraising for others for compensation, counseling, building, developing or subdividing real estate, and who maintain or are associated with an established real estate office located within the State of Texas or a state contiguous thereto. All persons who are partners in a partnership or officers of a corporation who are actively engaged in the real estate profession within the State of Texas or a state contiguous thereto shall qualify for REALTOR[®] membership only, and each is required to hold REALTOR[®] membership (except as provided in the following paragraph) in an association of REALTORS[®] within the State of Texas or a state contiguous thereto unless otherwise qualified for Institute Affiliate Membership as described in Article IV, Section 1(b). In the case of a real estate firm, partnership, or corporation, whose business activity is substantially all commercial, only those principals actively engaged in the real estate business in connection with the same office, or any other offices within the jurisdiction of the association in which one of the firm's principals holds REALTOR[®] membership, shall be required to hold REALTOR[®] membership unless otherwise qualified for Institute Affiliate Membership as described in Article IV, Section 1(b).

Note: REALTOR[®] Members may obtain membership in a "secondary" association in another state.

(2) Individuals who are engaged in the real estate profession other than as sole proprietors, partners, corporate officers, or branch office managers and are associated with a REALTOR[®] Member and meet the qualifications set out in Article V.

(3) Franchise REALTOR[®] Membership. Corporate officers (who may be licensed or unlicensed) of a real estate brokerage franchise organization with at least one hundred fifty (150) franchisees located within the United States, its insular possessions and the commonwealth of Puerto Rico, elected to membership pursuant to the provisions in the NAR

Constitution and Bylaws. Such individuals shall enjoy all of the rights, privileges and obligations of REALTOR® membership (including compliance with the Code of Ethics) except: obligations related to association mandated education, meeting attendance, or indoctrination classes or other similar requirements; the right to use the term REALTOR® in connection with their franchise organization's name; and the right to hold elective office in the local association, state association and National Association.

(4) Primary and Secondary REALTOR® Members. An individual is a primary Member if the Association pays state and National dues based on such Member. An individual is a secondary Member if state and National dues are remitted through another association. One of the principals in a real estate firm must be a Designated REALTOR® Member of the Association in order for licensees affiliated with the firm to select the Association as their "primary" Association.

(5) Designated REALTOR® Members. Each firm (or office in the case of firms with multiple office locations) shall designate in writing one REALTOR® Member who shall be responsible for all duties and obligations of Membership including the obligation to arbitrate pursuant to Article 17 of the *Code of Ethics* and the payment of dues as established in Article X of the Bylaws. The "Designated REALTOR®" must be a sole proprietor, partner, corporate officer, or branch office manager acting on behalf of the firm's principal(s) and must meet all other qualifications for REALTOR® membership established in Article V, Section 2, of the Bylaws.

(b) Institute Affiliate Members. Institute Affiliate members shall be individuals who hold a professional designation awarded by an Institute, Society, or Council affiliated with the NATIONAL ASSOCIATION OF REALTORS® that addresses a specialty area other than residential brokerage or individuals who otherwise hold a class of membership in such Institute Society, or Council that confers the right to hold office. Any such individual, if otherwise eligible, may elect to hold REALTOR® membership, subject to payment of applicable dues for such membership.

(c) Affiliate Members. Affiliate Members shall be:

(1) Principal Affiliate Members shall be real estate owners and other individuals of firms who, while not engaged in the real estate profession as defined in paragraphs (a) or (b) of this Section, have interests requiring information concerning real estate, and are in sympathy with the objectives of the Association.

(2) Additional Affiliate Members shall be employees of or associated with Principal Affiliate Members and shall be employed by or associated with the same firm as the Principal Affiliate Member. The Principal Affiliate Member shall be a member in good standing of the Association in order for an Additional Affiliate Member to apply for and maintain membership.

(d) Honorary Members. Honorary Members shall be individuals approved by the Board of Directors who are not engaged in the real estate profession but who have performed notable service for the real estate profession, for the Association, or for the public.

(e) Student Members. Student Members shall be individuals who are seeking an undergraduate or graduate degree with a specialization or major in real estate at institutions of higher learning, and who have completed at least two years of college and at least one college level course in real estate, but are not engaged in the real estate profession on their own account or not associated with an established real estate office.

Section 2. Transfer of Membership. Memberships are not transferable.

ARTICLE V - QUALIFICATION AND ELECTION

Section 1. Application. An application for membership shall be made in such manner and form as may be prescribed by the Board of Directors and made available to anyone requesting it. The application form shall contain among the statements to be signed by the applicant (1) that applicant agrees as a condition to membership to thoroughly familiarize himself with the *Code of Ethics* of the NATIONAL ASSOCIATION OF REALTORS[®], the Constitutions, Bylaws, and Rules and Regulations of the Association, the State and National Associations, and if elected a Member, will abide by the Constitutions and Bylaws and Rules and Regulations of the Association, State and National Associations, and if a REALTOR[®] Member, will abide by the *Code of Ethics* of the NATIONAL ASSOCIATION OF REALTORS[®] including the obligation to arbitrate controversies arising out of real estate transactions as specified by Article 17 of the *Code of Ethics*, and as further specified in the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS[®], as from time to time amended, and (2) that applicant consents that the Association may invite and receive information and comment about applicant from any Member or other persons, and that applicant agrees that any information and comment furnished to the Association by any person in response to the invitation shall be conclusively deemed to be privileged and not form the basis of any action for slander, libel, or defamation of character. The applicant shall, with the form of application, have access to a copy of the Bylaws, Constitution, Rules and Regulations, and *Code of Ethics* referred to above.

Section 2. Qualification for REALTOR[®] and Institute Affiliate.

(a) An applicant for REALTOR[®] membership who is a sole proprietor, principal, partner, corporate officer, or branch office manager of a real estate firm shall supply evidence satisfactory to the Association that he or she is actively engaged in the real estate profession, and maintains a current, valid real estate broker's or salesperson's license issued by the State of Texas or a state contiguous thereto, or is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, has a place of business within the State of Texas or a state contiguous thereto (unless a secondary member), has no record of recent or pending bankruptcy*, has no record of official sanctions

involving unprofessional conduct**, agrees to complete a course of instruction covering the Bylaws and Rules and Regulations of the Association, the Bylaws of the State Association, and the Constitution and Bylaws and *Code of Ethics* of the NATIONAL ASSOCIATION OF REALTORS®, and shall agree that if elected to membership, will abide by such Constitution, Bylaws, Rules and Regulations, and *Code of Ethics*.

* No recent or pending bankruptcy is intended to mean that the applicant or any real estate firm in which the applicant is a sole proprietor, general partner, corporate officer, or branch office manager, is not involved in any pending bankruptcy or insolvency proceedings or has not been adjudged bankrupt in the past three (3) years. If a bankruptcy proceeding as described above exists, membership may not be rejected unless the Association establishes that its interests and those of its members and the public could not be adequately protected by requiring that the bankrupt applicant pay cash in advance for Association and MLS fees for up to one (1) year from the date that membership is approved or from the date that the applicant is discharged from bankruptcy (whichever is later). In the event that an existing member initiates bankruptcy proceedings, the member may be placed on a “cash basis” from the date that bankruptcy is initiated until one (1) year from the date that the member has been discharged from bankruptcy

** No record of official sanctions involving unprofessional conduct is intended to mean that the Association may only consider judgments within the past three (3) years of violations of (1) civil rights laws; (2) real estate license laws; (3) or other laws prohibiting unprofessional conduct against the applicant rendered by the courts or other lawful authorities.

(b) Individuals who are actively engaged in the real estate profession other than as sole proprietors, principals, partners, or corporate officers, or branch office managers in order to qualify for REALTOR® membership, shall at the time of application, be associated either as an employee or as an independent contractor with a Designated REALTOR® Member of the Association or another association of REALTORS® (if a secondary member) and must maintain a current, valid real estate broker's or salesperson's license issued by the State of Texas or a state contiguous thereto or be licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, shall complete a course of instruction covering the Bylaws and Rules and Regulations of the Association, the Bylaws of the State Association, and the Constitution and Bylaws and *Code of Ethics* of the NATIONAL ASSOCIATION OF REALTORS® and shall agree in writing that if elected to membership, will abide by the *Code of Ethics* of the NATIONAL ASSOCIATION OF REALTORS®, and by the Constitution, Bylaws, and Rules and Regulations of this Association, the State Association, and the National Association.

- (c) The Board/Association will also consider the following in determining an applicant's qualifications for REALTOR® membership:
1. All final findings of Code of Ethics violations and violations of other membership duties in this or any other REALTOR® association within the past three (3) years.
 2. Pending ethics complaints (or hearings)
 3. Unsatisfied discipline pending
 4. Pending arbitration requests (or hearings)
 5. Unpaid arbitration awards or unpaid financial obligations to any other association or association MLS
 6. Any misuse of the term REALTOR® or REALTORS® in the name of the applicant's firm

“Provisional” membership may be granted in instances where ethics complaints or arbitration requests (or hearings) are pending in other associations or where the applicant for membership has unsatisfied discipline pending in another (except for violations of the Code of Ethics; See Article V, Section 2 (a) NOTE 2) provided all other qualifications for membership have been satisfied. Associations may reconsider the membership status of such individuals when all pending ethics and arbitration matters (and related discipline) have been resolved or if such matters are not resolved within six months from the date that provisional membership is approved. Provisional members shall be considered REALTORS® and shall be subject to all of the same privileges and obligations of REALTOR® membership. If a member resigns from another association with an ethics complaint or arbitration request pending, the association may condition membership on the applicant's certification that he/she will submit to the pending ethics or arbitration proceeding (in accordance with the established procedures of the association to which the applicant has made application) and will abide by the decision of the hearing panel.

Section 3. Election.

The procedure for election to membership shall be as follows:

(a) The Association shall determine whether the applicant is applying for the appropriate class of membership. The Association shall then give written notice to the REALTOR® Members of such application and invite written comment. If one or more of the REALTOR® Members object to the approval of the application, basing such objection on lack of qualification as set forth in these Bylaws, the Association shall invite any objecting Member to appear and substantiate his or her objections. Objections which are not substantiated shall be totally disregarded. The Association may not find objections substantiated without (1) informing the applicant in advance, in writing, of the objections and identifying the objecting Member, and (2) giving the applicant a full opportunity to appear before the Executive Committee and establish his or her qualifications. The Executive Committee shall thereafter make a written report of its findings. The Executive Committee shall conduct all proceedings with strict attention to the principles of due process and compliance with the Bylaws of the Association.

(b) Thereafter, within thirty (30) days, the Executive Committee shall report its recommendation to the Board of Directors in writing. If the recommendation is adverse to the approval

of the application, the reasons shall be specifically stated. If any member of the Executive Committee submits a dissenting recommendation, it shall also be reported to the Board of Directors.

(c) The Board of Directors shall review the qualifications of the applicant and the recommendations of the Executive Committee and then vote on the applicant's eligibility for membership. If the applicant receives a majority vote of the Board of Directors, he or she shall be declared elected to membership and shall be advised by written notice.

(d) The Board of Directors may not reject an application without providing the applicant with advance notice of the findings and recommendations of the Executive Committee, an opportunity to appear before the Board of Directors, to call witnesses on his or her behalf, to be represented by counsel, and to make such statements as he or she deems relevant. The Board of Directors may also have counsel present. The Board of Directors shall require that written minutes be made of any hearing before the Board of Directors or may electronically or mechanically record the proceedings.

(e) If the Board of Directors determines that the application should be rejected, the Board of Directors shall record its reasons with the Secretary. If the Board of Directors believes that denial of membership to the applicant may become the basis of litigation and a claim of damage by the applicant, the Board of Directors may specify that denial shall become effective upon entry in a suit by the Association for a declaratory judgment by a court of competent jurisdiction of a final judgment declaring that the rejection violates no rights of the applicant.

Section 4. New Member Code of Ethics Orientation. Applicants for REALTOR® membership shall complete an orientation program on the Code of Ethics of not less than two hours and thirty minutes of instructional time. This requirement does not apply to applicants for REALTOR® membership who have completed comparable orientation in another association, provided that REALTOR® membership has been continuous, or that any break in membership is for one year or less. Failure to satisfy this requirement within sixty (60) days of the date of application will result in denial of the membership application.

Section 5. Continuing Member Code of Ethics Training. Effective January 1, 2001, through December 31, 2004, and for successive four (4) year periods thereafter, each REALTOR® Member of the Association shall be required to complete quadrennial ethics training of not less than two hours and thirty minutes of instructional time. This requirement will be satisfied upon presentation of documentation that the member has completed a course of instruction conducted by this or another association, the State Association of REALTORS®, the NATIONAL ASSOCIATION OF REALTORS®, or any other recognized educational institution or provider which meets the learning objectives and minimum criteria established by the NATIONAL ASSOCIATION OF REALTORS® from time to time. REALTOR® Members who have completed training as a requirement of membership in another association and REALTOR® Members who have completed the New Member Code of Ethics Orientation during any four year cycle shall not be required to complete additional ethics training until a new four year cycle commences. Failure to satisfy this requirement shall be considered

a violation of a membership duty for which REALTOR® membership shall be suspended until such time as the training is completed.

Members suspended for failing to meet the requirement for the first four (4)-year cycle (2001 through 2004) will have until December 31, 2005 to meet the requirement. Failure to meet the requirement by that time will result in automatic termination of membership. Failure to meet the requirement for the second (2005 through 2008) cycle and subsequent four (4)-year cycles will result in suspension of membership for the first two months (January and February) of the year following the end of any four (4)-year cycle or until the requirement is met, whichever occurs sooner. On March 1 of that year, the membership of a member who is still suspended as of that date will be automatically terminated.

Section 6. Status Changes.

(a) A REALTOR® who changes the conditions under which he or she holds membership shall be required to provide written notification to the Association within thirty (30) days. A REALTOR® (non-principal) who becomes a principal in the firm with which he or she has been licensed or, alternatively, becomes a principal in a new firm which will be comprised of REALTOR® principals may be required to satisfy any previously unsatisfied membership requirements applicable to REALTOR® (principal) Members but shall, during the period of transition from one status of membership to another, be subject to all of the privileges and obligations of a REALTOR® (principal). If the REALTOR® (non-principal) does not satisfy the requirements established in these Bylaws for the category of membership to which said REALTOR® (non-principal) has transferred within sixty (60) days of the date he or she advised the Association of such change in status, his or her new membership application will terminate automatically unless otherwise so directed by the Board of Directors.

(b) Any application fee related to a change in membership status shall be reduced by an amount equal to any application fee previously paid by the applicant.

(c) Dues shall be prorated from the first day of the month in which the member is notified of election by the Board of Directors and shall be based on the new membership status for the remainder of the year.

ARTICLE VI - PRIVILEGES AND OBLIGATIONS

Section 1. Privileges of Members. The privileges and obligations of Members, in addition to those otherwise provided in these Bylaws, shall be specified in this Article.

Section 2. Sanctions of Members. Any Member of the Association may be reprimanded, fined, placed on probation, suspended, or expelled by the Board of Directors for a violation of these Bylaws or Association Rules and Regulations not inconsistent with these Bylaws, after a hearing as provided in the *Code of Ethics and Arbitration Manual* of the Association. Although Members other than REALTORS® are not subject to the *Code of Ethics* nor its enforcement by the Association, such

Members are encouraged to abide by the principles established in the *Code of Ethics* of the NATIONAL ASSOCIATION OF REALTORS® and conduct their business and professional practices accordingly. Further, Members other than REALTORS® may, upon recommendation of the Executive Committee, or upon recommendation by a hearing panel of the Professional Standards Committee, be subject to discipline as described above, for any conduct, which in the opinion of the Board of Directors, applied on a nondiscriminatory basis, reflects adversely on the terms REALTOR® or REALTORS®, and the real estate industry, or for conduct that is inconsistent with or adverse to the objectives and purposes of this Association, the State Association, and the NATIONAL ASSOCIATION OF REALTORS®.

Section 3. Authorized Discipline. Any REALTOR® Member of the Association may be disciplined by the Board of Directors for violations of the *Code of Ethics* or other duties of membership, after a hearing as described in the *Code of Ethics and Arbitration Manual* of the Association, provided that the discipline imposed is consistent with the discipline authorized by the Professional Standards Committee of the NATIONAL ASSOCIATION OF REALTORS® as set forth in the *Code of Ethics and Arbitration Manual* of the National Association.

Section 4. Resignations of Members.

(a) Resignations of Members shall become effective when received in writing by the Board of Directors, provided, however, that if any Member submitting the resignation is indebted to the Association for dues, fees, fines, or other assessments of the Association or any of its services, departments, divisions, or subsidiaries, the Association may condition the right of the resigning Member to reapply for membership upon payment in full of all such monies owed.

(b) Designated REALTOR® Members shall notify the Association of all individuals who are currently issued a Texas real estate license and who are employed by or affiliated with them as Independent Contractors (Licensees) within the State of Texas. Designated REALTOR® Members shall also notify the Association when a Licensee ceases affiliation with said Designated REALTOR® Member. Each notification shall be in writing and shall be received in the Association's office within thirty (30) days after the commencement or cessation of such affiliation.

(c) In the event a primary REALTOR® Member, other than a Designated REALTOR® Member, terminates his or her affiliation with a Designated REALTOR® Member (either temporarily or otherwise) then, in such event, the primary membership of said REALTOR® Member in the Association shall cease until such time as said REALTOR® Member is again affiliated with a Designated REALTOR® Member as set forth in Article V, Section 2 (a) & 2 (b) of these Bylaws.

Section 5. Reapplication Condition. If a Member resigns from the Association with an ethics complaint or arbitration request pending, or otherwise causes membership to terminate, the Board of Directors may condition the right of the resigning Member to reapply for membership upon the applicant's certification that he or she will submit to the pending ethics or arbitration proceeding and will abide by the decision of the hearing panel; or if the Member resigns or otherwise causes

membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided that the dispute arose while the former member was a REALTOR®.

Section 6. Rights of REALTOR® Members.

(a) REALTOR® Members, whether primary or secondary, in good standing whose financial obligations to the Association are paid in full shall be entitled to vote and to hold elective office in the Association; may use the terms REALTOR® and REALTORS®, which use shall be subject to the provisions of Article VIII; and have the primary responsibility to safeguard and promote the standards, interests, and welfare of the Association and the real estate profession.

(b) If a Designated REALTOR® Member is a sole proprietor in a firm, a partner in a partnership or an officer in a corporation, and is suspended or expelled, the firm, partnership or corporation shall not use the terms REALTOR® or REALTORS® in connection with its business during the period of suspension, or until readmission to REALTOR® membership, or unless connection with the firm, partnership or corporation is severed, or management control is relinquished, whichever may apply. The membership of all other principals, partners, or corporate officers shall suspend or terminate during the period of suspension of the disciplined Member, or until readmission of the disciplined Member or unless connection of the disciplined Member with the firm, partnership, or corporation is severed, or unless the REALTOR® who is suspended or expelled removes himself or herself from any form or degree of management control of the firm for the term of the suspension or until readmission to membership, whichever may apply. Removal of an individual from any form or degree of management control must be certified to the Association by the Member who is being suspended or expelled and by the individual who is assuming management control, and the signatures of such certification must be notarized. In the event the suspended or expelled Member is so certified to have relinquished all form or degree of management control of the firm, the membership of other partners, corporate officers, or other individuals affiliated with the firm shall not be affected, and the firm, partnership or corporation may continue to use the terms REALTOR® and REALTORS® in connection with its business during the period of suspension or until the former Member is admitted to membership in the Association. The foregoing is not intended to preclude a suspended or expelled Member from functioning as an employee or independent contractor, providing no management control is exercised. Further, the membership of REALTORS® other than principals who are employed or affiliated as independent contractors with the disciplined Member shall suspend or terminate during the period of suspension of the disciplined Member or until readmission of the disciplined Member, or unless connection of the disciplined Member with the firm, partnership, or corporation is severed, or management control is relinquished, or unless the REALTOR® Member (non-principal) elects to sever his or her connection with the REALTOR® and affiliate with another REALTOR® Member in good standing in the Association, whichever may apply.

If a REALTOR® Member other than a Designated REALTOR® Member is suspended or expelled, the use of the terms REALTOR® or REALTORS® by the firm, partnership or corporation shall not be affected.

(c) In any action taken against a Designated REALTOR® Member for suspension or expulsion under Section 6(b) hereof, notice of such action shall be given to all REALTORS® employed by or affiliated as independent contractors with such REALTOR® Member and they shall be advised that the provisions in Article VI, Section 6(b) shall apply.

Section 7. Institute Affiliate Members. Institute Affiliate Members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors consistent with the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS®.

Note: The Association may establish the rights and privileges to be conferred on Institute Affiliate Members except that no Institute Affiliate Member may be granted the right to use the term REALTOR®, REALTOR-ASSOCIATE®, or the REALTOR® logo; to serve as President of the Association; or to be a Participant in the Multiple Listing Service.

Section 8. Affiliate Members. Affiliate Members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors.

Section 9. Life Members. Life Members shall have the same rights and privileges as REALTOR® Members and be subject to obligations prescribed by the Board of Directors. However, Life Members who do not pay that portion of Association dues which is allocated to the Texas Association of REALTORS® and the NATIONAL ASSOCIATION OF REALTORS® shall not have the right to use the term REALTOR®. Life Members shall not be entitled to vote or hold office in the Association.

Section 10. Secondary Members. Secondary Members shall have all the rights and privileges and be subject to all the obligations of REALTOR® Members, including the right to vote and to hold elective office.

Section 11. Honorary Members. Honorary Membership shall have only the right to attend meetings and participate in discussions.

Section 12. Student Members. Student Members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors except the right to vote and hold elective office.

Section 13. Certification by REALTOR®. Designated REALTOR® Members of the Association shall certify to the Association during the month of October on a form provided by the Association, a complete listing of all individuals licensed or certified in the REALTOR'S® office(s) and shall designate a primary Association for each individual who holds membership. Designated REALTORS® shall also identify any non-member licensees in the REALTOR'S® office(s) and if Designated REALTOR® Dues have been paid to another Association based on said non-member licensees, the Designated

REALTOR® shall identify the Association to which dues have been remitted. These declarations shall be used for purposes of calculating dues under Article X, Section 2(a) of the Bylaws. Designated REALTOR® Members shall also notify the Association of any additional individual(s) licensed with the firm(s) within thirty (30) days of the date of affiliation or severance of the individual.

Section 14. Change of Address. A REALTOR® Member who changes the address of such REALTOR®'s principal place of business or the address of any branch office of such REALTOR® shall, within ten (10) days of each such change of address, notify the Association in writing of the new address.

Section 15. Sexual Harassment. Any Member of the Association may be reprimanded, placed on probation, suspended, or expelled for harassment of an Association or MLS employee or Association Officer or Director after an investigation in accordance with the procedures of the Association. As used in this Section, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, action including strikes, shoves, kicks, or other similar physical contact, or threats to do the same., or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile intimidating or offensive work environment. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of the President, the Vice President, and one member of the Board of Directors selected by the highest ranking officer not named in the complaint, upon consultation with counsel for the Association. Disciplinary action may include any sanction authorized in the association's Code of Ethics and Arbitration Manual. If the complaint names the President or Vice President, such officer may not participate in the proceedings and shall be replaced by the immediate Past President or, alternatively, by another member of the Board of Directors selected by the highest ranking officer not named in the complaint.

ARTICLE VII - PROFESSIONAL STANDARDS AND ARBITRATION

Section 1. Governing Manual. The responsibility of the Association and of Association Members relating to the enforcement of the *Code of Ethics*, the disciplining of Members, and the arbitration of disputes, and the organization and procedures incident thereto, shall be governed by the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS®, as amended from time to time, which is by this reference incorporated into these Bylaws, provided, however, that any provision deemed inconsistent with state law shall be deleted or amended to comply with state law.

Section 2. Compliance with Manual. It shall be the duty and responsibility of every REALTOR® Member of this Association to abide by the Constitution and Bylaws and the Rules and Regulations of the Association, the Constitution and Bylaws of the State Association, the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS®, and to abide by the *Code of Ethics* of the NATIONAL ASSOCIATION OF REALTORS®, including the duty to arbitrate controversies arising out of real estate transactions as specified by Article 17 of the *Code of Ethics*, and as further

defined and in accordance with the procedures set forth in the *Code of Ethics and Arbitration Manual* of this Association as from time to time amended.

Section 3. Association Members. The term "Association Members" shall apply only to REALTOR® Members.

Section 4. Amendment of Manual. Amendments to the *Code of Ethics and Arbitration Manual* of this Association, which are a part of these Bylaws, shall be approved by majority vote of the Board of Directors.

Section 5. Administration of Professional Standards and Arbitration. The Association has entered into an agreement with the Texas Association of REALTORS® to provide services for the administration of grievances, professional standards, and arbitrations involving members of the Association, to which agreement reference is hereby made and such agreement is deemed incorporated herein by reference.

ARTICLE VIII - USE OF THE TERMS REALTOR® AND REALTORS®

Section 1. Authorized Use. Use of the terms REALTOR® and REALTORS® by Members shall, at all times, be subject to the provisions of the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS® and to the Rules and Regulations prescribed by its Board of Directors. The Association shall have the authority to control, jointly and in full cooperation with the NATIONAL ASSOCIATION OF REALTORS®, use of the terms within its jurisdiction. Any misuse of the terms by members is a violation of a membership duty and may subject members to disciplinary action by the Board of Directors after a hearing as provided for in the association's Code of Ethics and Arbitration Manual.

Section 2. Limitations on Use. REALTOR® Members of the Association shall have the privilege of using the terms REALTOR® and REALTORS® in connection with their places of business within the State of Texas or a state contiguous thereto so long as they remain REALTOR® Members in good standing. No other class of Members shall have this privilege.

Section 3. Qualification of Use. A REALTOR® Member who is a principal of a real estate firm, partnership, or corporation may use the terms REALTOR® and REALTORS® only if all the principals of such firm, partnership, or corporation who are actively engaged in the real estate profession within the State of Texas or a state contiguous thereto are REALTOR® Members of the Association or another association/board of REALTORS® or Institute Affiliate Members as described in Section 1(b) of Article IV.

(a) In the case of a REALTOR® Member who is a principal of a real estate firm, partnership, or corporation whose business activity is substantially all commercial, the right to use the term

REALTOR® or REALTORS® shall be limited to office locations in which a principal, partner, corporate officer, or branch office manager of the firm, partnership, or corporation holds REALTOR® membership. If a firm, partnership, or corporation operates additional places of business in which no principal, partner, corporate officer, or branch office manager holds REALTOR® membership, the term REALTOR® or REALTORS® may not be used in any reference to those additional places of business.

Section 4. Institute Affiliate Prohibition. Institute Affiliate Members shall not use the terms REALTOR® or REALTORS®, nor the imprint of the emblem seal of the NATIONAL ASSOCIATION OF REALTORS®.

ARTICLE IX - STATE AND NATIONAL MEMBERSHIPS

Section 1. State and National Associations. The Association shall be a Member of the NATIONAL ASSOCIATION OF REALTORS® and the TEXAS ASSOCIATION of REALTORS®. By reason of the Association's Membership, each REALTOR® Member of the Member Association shall be entitled to membership in the NATIONAL ASSOCIATION OF REALTORS® and the TEXAS ASSOCIATION of REALTORS® without further payment of dues. The Association shall continue as a Member of the State and National Associations, unless by a majority vote of all of its REALTOR® Members, decision is made to withdraw, in which case the State and National Associations shall be notified at least one month in advance of the date designated for the termination of such membership.

Section 2. Ownership of Service Marks. The Association recognizes the exclusive property rights of the NATIONAL ASSOCIATION OF REALTORS® in the terms REALTOR® and REALTORS®. The Association shall discontinue use of the terms in any form in its name, upon ceasing to be a Member of the National Association, or upon a determination by the Board of Directors of the National Association that it has violated the conditions imposed upon the terms.

Section 3. Adoption of Code. The Association adopts the *Code of Ethics* of the NATIONAL ASSOCIATION OF REALTORS® and agrees to enforce the Code among its REALTOR® Members. The Association and all of its Members agree to abide by the Constitution, Bylaws, Rules and Regulations, and policies of the National Association and the TEXAS ASSOCIATION of REALTORS®.

ARTICLE X - DUES AND ASSESSMENTS

Section 1. Application Fee. The Board of Directors may adopt an application fee for REALTOR® membership in reasonable amount, not exceeding three times the amount of the annual dues for REALTOR® membership, which shall be required to accompany each application for

REALTOR® membership and which shall become the property of the Association upon final approval of the application.

Section 2. Dues. The annual dues of Members shall be as follows:

(a) REALTOR® Members. The annual dues of each Designated REALTOR® Member shall be such an amount as established annually in advance by the Board of Directors in accordance with Article X, Section 8(a), plus an additional amount to be established annually by the Board of Directors times the number of real estate salespersons and licensed or certified appraisers who (1) are employed by or affiliated as independent contractors, or who are otherwise directly or indirectly licensed with such REALTOR® member, and (2) are not REALTOR® members of any local board or association in the State of Texas or a state contiguous thereto or Institute Affiliate Members of the Association. In calculating the dues payable to the Association by a Designated REALTOR® Member, non-member licensees as defined in Section 2(a)(1) and (2) of this Article shall not be included in the computation of dues if the Designated REALTOR® Member has paid dues based on said non-member licensees in another association in the State of Texas or a state contiguous thereto, provided the Designated REALTOR® notifies the Association in writing of the identity of such other local board or association to which dues have been remitted. In the case of a Designated REALTOR® Member in a firm, partnership, or corporation whose business activity is substantially all commercial, any assessments for non-member licensees shall be limited to licensees affiliated with the Designated REALTOR® (as defined in Section 2(a)(1) and (2) of this Article) in the office where the Designated REALTOR® holds membership, and any other offices of the firm location within the jurisdiction of this Association.

(1) For purposes of this Section, a REALTOR® Member of a Member Association/Board shall be held to be any Member who has a place or places of business within the State of Texas or a state contiguous thereto and who, as a principal, partner, corporate officer, or branch office manager of a real estate firm, partnership, or corporation, is actively engaged in the real estate profession as defined in Article III, Section 1, of the Constitution of the NATIONAL ASSOCIATION OF REALTORS®. An individual shall be deemed to be licensed with a REALTOR® if the license of the individual is held by the REALTOR®, or by any broker who is licensed with the REALTOR®, or by any entity in which the REALTOR® has a direct or indirect ownership interest and which is engaged in other aspects of the real estate business (except as provided for in Section 2 (a) (1) hereof) provided that such licensee is not otherwise included in the computation of dues payable by the principal, partner, or corporate officer of the entity.

A REALTOR® with a direct or indirect ownership interest in an entity engaged exclusively in soliciting and/or referring clients and customers to the REALTOR® for consideration on a substantially exclusive basis shall annually file with the association on a form approved by the association a list of the licensees affiliated with that entity and shall certify that all of the licensees affiliated with the entity are solely engaged in referring clients and customers and are not engaged in listing, selling, leasing, renting, managing, counseling or appraising real property. The individuals disclosed on such form shall not be deemed to be licensed with the

REALTOR[®] filing the form for purposes of this Section and shall not be included in calculating the annual dues of the Designated REALTOR[®].

The exemption for any licensee included on the certification form shall automatically be revoked upon the individual being engaged in real estate licensed activities (listing, selling, leasing, renting, managing, counseling, or appraising real property) other than referrals, and dues for the current fiscal year shall be payable.

Membership dues shall be prorated for any licensee included on a certification form submitted to the association who during the same calendar year applies for REALTOR[®] or REALTOR[®]-Associate membership in the association. However, membership dues shall not be prorated if the licensee held REALTOR[®] or REALTOR[®]-Associate membership during the preceding calendar year.

(b) Other Categories of Membership. The dues of REALTOR[®] Members (other than a Designated REALTOR[®] Member), Institute Affiliate, Affiliate, Honorary, and Student Members shall be in such amount as established annually in advance by the Board of Directors.

(c) Institute Affiliate Members. The annual dues of each Institute Affiliate Member shall be as established in Article II of the Bylaws of the NATIONAL ASSOCIATION OF REALTORS[®].

Note: The Institutes, Societies and Councils of the National Association shall be responsible for collecting and remitting dues to the National Association for Institute Affiliate Members \$105. The National Association shall credit \$35 to the account of a local association for each Institute Affiliate Member whose office address is within the assigned territorial jurisdiction of that association, provided, however, if the office location is also within the territorial jurisdiction of a Commercial Overlay Board (COB), the \$35 amount will be credited to the COB, unless the Institute Affiliate Member directs that the dues be distributed to the other board. The National Association shall also credit \$35 to the account of the state associations for each Institute Affiliate Member whose office address is located within the territorial jurisdiction of the state association. Local and state associations may not establish any additional entrance, initiation fees or dues for Institute Affiliate Members, but may provide service packages to which Institute Affiliate Members may voluntarily subscribe.

Section 3. Dues Payable. Dues for all Members shall be payable annually in advance on the first day of January of each year and are not refundable. Dues shall be computed from the first day of the month in which a Member is notified of election and shall be prorated for the remainder of the year.

(a) In the event a sales licensee or licensed or certified appraiser who holds REALTOR® membership is dropped for nonpayment of Association dues, and the licensee remains affiliated with the Designated REALTOR® Member, the dues obligation of the Designated REALTOR® Member [as set forth in Article X, Section 2(a)] will be increased to reflect the addition of a non-member licensee. Dues shall be calculated from the first day of the current calendar year and are payable within sixty (60) days after the notice of termination.

Section 4. Nonpayment of Financial Obligations. If dues, fees, fines, or other assessments including amounts owed to the Association or the Association's Multiple Listing Service are not paid within one (1) month after the due date, the nonpaying Member is subject to suspension at the discretion of the Board of Directors. Two (2) months after the due date, membership of the nonpaying Member may be terminated at the discretion of the Board of Directors. Three (3) months after the due date, membership of the nonpaying Member shall automatically terminate unless within that time the amount due is paid. However, no action shall be taken to suspend or expel a Member for nonpayment of disputed amounts until the accuracy of the amount owed has been confirmed by the Board of Directors. A former Member who has had his or her membership terminated for nonpayment of dues, fees, fines, or other assessments duly levied in accordance with the provisions of these Bylaws or the provisions of other Rules and Regulations of the Association or any of its services, departments, divisions or subsidiaries may apply for reinstatement in a manner prescribed for new applicants for membership, only after making payment in full of all accounts due as of the date of termination.

Section 5. Deposit. Deposits and expenditures of funds shall be in accordance with policies established by the Board of Directors.

Section 6. Notice of Dues, Fees, Fines, Assessments, and Other Financial Obligations of Members. All dues, fees, fines, assessments, or other financial obligations to the Association or Association Multiple Listing Service shall be noticed to the delinquent Association Member in writing setting forth the amount owed and due date.

Section 7. Increase in Dues or Fees.

(a) The Board of Directors shall be authorized to increase or decrease dues, fees, fines, assessments, or other financial obligations of Members. Any increase of dues and/or fees exceeding twenty (20%) percent of the current dues and/or fees in one calendar year shall be approved by majority vote of the REALTOR® Members present and qualified to vote at a meeting called for such purpose.

(b) In the event the TEXAS ASSOCIATION OF REALTORS® and/or the NATIONAL ASSOCIATION OF REALTORS® increases or decreases the Association's dues, the Board of Directors shall likewise increase or decrease the dues of Association Members, as the case may be, in an amount equal to such increase or decrease by the TEXAS ASSOCIATION OF REALTORS® and/or the NATIONAL ASSOCIATION OF REALTORS®.

(c) The dues of REALTOR® Members who are REALTOR® Emeriti (as recognized by the National Association), Past Presidents and past treasurers of the National Association, or recipients of the Distinguished Service Award shall be as determined by the Board of Directors.

Section 8. Special Fees and Assessments. Any special fee or assessment levied against the entire Membership shall be considered a portion of the twenty (20%) percent limitation provided in Article X, Section 7(a).

Section 9. Waiver of Dues. The Board of Directors may waive, suspend, or modify the requirements for payment of dues and other monies due the Association.

ARTICLE XI - OFFICERS AND DIRECTORS

Section 1. Officers. The officers of the Association shall be: President, Vice President, Secretary/ Treasurer and Chief Executive Officer. Each officer shall be elected, with the exception of the Chief Executive Officer, for a term of one (1) year beginning on the 1st day of January of the year next succeeding such election. The Chief Executive Officer shall be selected by, responsible to, and shall serve at the discretion of the Board of Directors.

Section 2. Duties and Qualifications of Officers. The duties of the officers shall be such as their titles, by general custom, would indicate and such as may be assigned to them by the Board of Directors. The qualifications for officers are as follows:

(1) The President shall be a REALTOR® Member who has served as an elected officer of the Association during a portion of the sixty (60) months immediately preceding his or her term of office.

(2) The Vice President shall be a REALTOR® Member who has served as Director for twenty-four (24) consecutive months during the sixty (60) months immediately preceding his or her term of office.

(3) The Secretary/Treasurer shall be a REALTOR® Member having served as Director for twenty-four (24) consecutive months during the sixty (60) months immediately preceding his or her term of office.

(4) The Chief Executive Officer shall be the chief operating and administrative officer of the Association and perform such duties as prescribed by the Board of Directors.

Section 3. Board of Directors. The governing body of the Association shall be a Board of Directors consisting of the elected officers, immediate Past President, sixteen (16) REALTOR® members of this Association, and one Past President appointed by the current President, and for

calendar year 2011 and 2012 two (2) additional directors. Such additional directors will be former members of Grand Prairie Board of REALTORS, Inc. and shall be appointed by the MetroTex President. The two (2) directors will serve a two year term beginning January 1, 2011.

(a) Terms. The elected Officers of this Association as specified in Section 1 of this Article shall be Directors for one (1) year, the immediate Past President and one (1) Past President appointed by the current President shall also be a Director for one (1) year. Each other Director shall be elected for a term of two (2) years. Eight (8) REALTOR® Members shall be elected to the Board of Directors each year.

(b) Non-voting Directors. One Affiliate Member appointed by the President of the Association shall serve as a non-voting members of the Board of Directors for a one year term. The Affiliate Member appointee shall be a Member of the Association.

(c) Qualifications.

(1) Each Director shall be a REALTOR® Member at the time of such election.

(2) Each Director shall be a REALTOR® Member in good standing for the two (2) years immediately preceding his or her term of office.

(d) Attendance. Directors shall attend all regularly scheduled or called meetings of the Board of Directors. Absence of a Director from three (3) regularly scheduled or called Directors' meetings during any calendar year shall automatically terminate the Director's tenure of office. The Board of Directors shall elect, by majority vote, a new Director to serve the unexpired term.

(e) Quorum. For purposes of conducting the business of the Board of Directors at a duly called or scheduled meeting, a majority of Directors eligible to vote shall constitute a quorum.

(f) Director Liaison. The President shall appoint members of the Board of Directors as liaisons to each standing committee or task force for a given calendar year. Each Director Liaison will attend all meetings of the committee or task force for which such Director serves as liaison and will be prepared at all times to report to and keep the Board of Directors informed of activities of such committee or task force.

Section 4. Election of Officers and Directors.

(a) Appointment of the Nominating Committee. At the Board of Directors' meeting in January of each year, the Directors shall designate a list of candidates to be considered for service on the Nominating Committee. Such list shall contain at least thirty (30) candidates, all of whom shall be REALTORS®. The Directors shall submit such list of candidates promptly to the Executive Committee. The Executive Committee shall select twenty (20) REALTORS® from the list to be Nominees for the Nominating Committee. The list of Nominees shall be submitted to the Board of Directors for approval

at the February Board of Directors' meeting. Such Nominees shall then be listed by the Chief Executive Officer on a ballot which shall be promptly mailed or electronically transmitted (no later than the 31st day of March) to all REALTOR® Members of this Association entitled to vote under the provisions of Article VI. Ballots of Members must be received in the Association's office no later than 5 p.m. on the 15th day of April to be counted. Each REALTOR® Member shall vote for seven (7) of the twenty (20) Nominees. The seven (7) Nominees receiving the most votes, and who agree to serve, shall be elected to serve on the Nominating Committee. Such elected seven (7) Nominees, the three (3) Nominees serving the second year of their two (2) year term and the Immediate Past President, who shall be Chairperson and a voting Member, shall constitute the Nominating Committee. The current President shall serve as an ex officio Member of the Nominating Committee. Each year, at its first meeting, the Nominating Committee shall select three (3) of its Members to serve a two (2) year term. Nominating Committee Members shall not be eligible as Nominees for an Association Office or Director. No REALTOR® Member may serve on the Nominating Committee for more than two (2) consecutive terms. In the event the Immediate Past President is unable to serve, the Board of Directors shall appoint another Past President who shall serve as Chairperson and a voting Member.

(b) Member Recommendations. The Chief Executive Officer shall solicit written recommendations from the REALTOR® Members for Nominees for Association Offices and Directorships. Written solicitation shall be mailed or electronically transmitted to Members no later than the 5th day of May of each year. Written recommendations for Nominees must be received in the Association's office no later than 5 p.m. on the 30th day of May of each year to be considered. The Chief Executive Officer shall provide the Nominating Committee with written tabulation of results.

(c) Duties. The Nominating Committee shall deliver the list of Nominees for Association's Offices and Directorships to the Secretary/Treasurer no later than the 10th day of July of the current year. The Nominating Committee shall obtain the acceptance of the nomination by each Nominee. Any Director who is elected as an Officer shall vacate the current position effective at the end of the current year, and the Nominating Committee shall nominate a person to fill such vacancy. The Secretary/Treasurer shall post the list of Nominees in the Association's office no later than the 20th day of July, and shall cause a list of said Nominees to be mailed or electronically transmitted to REALTOR® Members no later than the 31st day of July.

(d) Members Nominations. After notification to the REALTOR® Members of the list of Nominees, additional nominations of qualified Members may be made to the Secretary/Treasurer no later than the 15th day of August, provided that each nomination shall be in writing and signed by not less than three percent (3%) of the REALTOR® Members of the Association.

(e) Election Procedure - If No Additional Nominations. In the event there is no contest for an office of this Association, the REALTOR® Member nominated shall be declared elected.

(f) Election Procedure - If Additional Nominations.

(1) The Secretary/Treasurer will mail or electronically transmit, no later than the 25th day of August, to each REALTOR® Member qualified to vote, a ballot listing all Nominees, together with notification that said ballot must be received in the Association's office no later than 5 p.m. on the 10th day of September to be counted.

(2) The President shall appoint a Ballot Canvassing Committee of three (3) REALTOR® Members to canvass the ballots. The Ballot Canvassing Committee shall convene in the Association's office no later than the 13th day of September, and shall count all ballots that were received timely from REALTOR® Members qualified to vote. A tabulation of the votes cast for each Nominee shall be prepared, certified as correct by all Committee Members, and delivered to the President. The Nominee for each position receiving the most votes shall be elected. The President shall cause a list of the elected Officers and Directors to be posted in the Association's office as soon as the tabulation has been received and determined to be correct. The Chief Executive Officer shall then promptly send notification to all REALTOR® Members of the elected results.

(3) If a tie vote occurs for an Association Office or Directorship, the Secretary/Treasurer will mail or electronically transmit, within five (5) days or by the 15th day of September, to each REALTOR® Member qualified to vote a ballot listing the Nominees who received an equal number of votes, together with notification that said ballot must be completed and received at the Association's office no later than the 25th day of September to be counted. The Ballot Canvassing Committee shall convene in the Association's office no later than the 30th day of September to tabulate the votes cast and report to the President. Results of the election will be posted and REALTOR® Members notified.

Section 5. Vacancies. Vacancies among the Association's Offices and Directorships shall be filled by a majority vote of the Board of Directors until the next annual election except for the President. If the office of the President becomes vacant, the Vice President shall succeed to such office. If the Vice President serves as President by succession as provided herein, he or she shall be eligible to serve a full term the following year as President. If the office of Vice President or Secretary/Treasurer becomes vacant, the Board of Directors will fill the vacancy.

Section 6. Terms. Each Officer and Director shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death, resignation, or removal from office in the manner provided herein.

Section 7. Removal of Officers or Directors. In the event an Officer or Director is deemed to be incapable of fulfilling the duties of the office to which such Officer or Director was elected, but will not resign from office voluntarily, such Officer or Director may be removed from office under the following procedure:

(a) A petition requesting the removal of an Officer or Director and signed by not less than three percent (3%) of the REALTOR® membership entitled to vote or a majority of all Directors shall be

filed with the President, or if the President is the subject of the petition, with the next ranking Officer, and shall specifically set forth the reasons the individual is deemed disqualified from further service.

(b) Upon receipt of the petition, and not less than twenty (20) days or more than forty-five (45) days thereafter, a special meeting of the Membership of the Association entitled to vote shall be held. The sole business of said meeting shall be to consider the charge against said Officer or Director and to render a decision on such petition.

(c) Notice of the call of said special meeting shall be mailed or electronically transmitted to all REALTOR[®] Members at least fourteen (14) days prior to the date of the meeting. Said meeting shall be conducted by the President of the Association. If the President's continued service in office is being considered at the meeting, the next ranking Officer will conduct the meeting of the Members. Three percent (3%) of the Membership qualified to vote must be present at the special meeting. The petition to remove must be approved by seventy-five percent (75%) of the Members present at such special meeting and entitled to vote on the petition.

ARTICLE XII - MEETINGS

Section 1. Meeting of Directors. The Board of Directors shall designate a regular time and place of meetings.

Section 2. Other Meetings. Meetings of the Members shall be held at such time as the President or the Board of Directors may determine, or upon the written request of at least three percent (3%) of the Members eligible to vote.

Section 3. Notice of Meetings. Written notice of the date, time, and place of the meeting shall be given to each Member entitled to participate in said meeting at least fourteen (14) days prior to said meeting. The notice of the call of a special meeting shall set forth a statement of the purpose of said meeting.

Section 4. Electronic Transaction of Business. To the fullest extent permitted by law, the Board of Directors, committees, or membership may conduct business by electronic means.

Section 5. Action without Meeting. Unless specifically prohibited by the articles of incorporation, any action required or permitted to be taken at a meeting of the board of directors may be taken without a meeting if a consent in writing, setting forth the actions so taken shall be signed by all of the directors. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more directors. All the approvals evidencing the consent shall be delivered to the Chief Executive Officer to be filed in the corporate records. The action taken shall be effective when all the directors have approved the consent unless the consent specifies a different effective date.

ARTICLE XIII – COMMITTEES

Section 1. Standing Committees. The President shall appoint from among the REALTOR® Members, subject to confirmation by the Board of Directors, the following standing committees:

Affiliate Forum	Leadership
Budget & Finance	Leasing & Property Management
Diversity & Housing Initiatives	MetroTex YPN
MetroTex REALTORS® In Action	Nominating
Forms & Contracts	Professional Development
Government Affairs	Public Education
Investment	TREPAC

The creation of any additional standing committee(s), the sunset of any standing committee(s) or the change in name of any standing committee(s) shall be designated by the President, subject to confirmation by the Board of Directors.

Section 2. Other Committees/Task Forces. The President shall appoint, subject to confirmation by the Board of Directors, committees or task forces as deemed necessary from time to time. All standing committees and task forces will conduct their meetings at the Association and will be administered by staff of the Association. Attendance records and minutes of the meetings of all standing committees and task forces will be maintained at the Association.

Section 3. Organization. All committees shall have such duties, functions, and powers as assigned by the President or the Board of Directors, except as otherwise provided in these Bylaws. The number of Members constituting each committee shall be designated by the President, unless otherwise provided in these Bylaws.

Section 4. President. The President or any other Officer of the Association appointed by the President shall be an ex-officio Member of all committees (with voting rights) and shall be notified of all committee meetings.

Section 5. Chairpersons. The Chairperson of each committee, except the Executive Committee, the Budget and Finance Committee, and the Nominating Committee, shall be designated by the President. Except for the Affiliate Forum Committee and the Forms and Contract Committee, the Chairperson of each committee of the Association shall be a voting Member. A quorum at any committee meeting shall be the committee members present and qualified to vote.

Section 6. Attendance. A committee Member who fails to attend three (3) of the regular or called meetings may be removed from the committee upon the recommendation of the Chairperson. As needed, a replacement shall be appointed by the Chairperson.

Section 7. Approval of Action. The action of all committees shall be subject to approval of the Board of Directors, except the actions of the Executive Committee, the Nominating Committee, and Arbitration Hearings as provided in *Code of Ethics and Arbitration Manual* of this Association.

Section 8. Executive Committee. The immediate Past President and the elected officers shall constitute the Executive Committee, with authority to take executive action on matters that may arise between the regular meetings of the Directors, and with the duty to recommend to the Directors appropriate action in regard to policy decisions and general executive decisions that the Directors must make from time to time.

ARTICLE XIV - MULTIPLE LISTING SERVICE

Section 1. Authority. The Association shall maintain for the use of its Members a Multiple Listing Service which shall be a business corporation incorporated under the laws of the State of Texas, all of the issued outstanding stock of which corporation shall be owned by the Association or a subsidiary of the Association.

Section 2. Purpose. A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting either as subagents, buyer agents or in other agency or nonagency capacities defined 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 data bases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease).

Section 3. Governing Documents. The Association shall cause any Multiple Listing Service established by it pursuant to this Article to conform its corporate Charter, Constitution, Bylaws, Rules, Regulations, Policies, Practices, and Procedures at all times to the Constitution, Bylaws, Rules, Regulations, and Policies of the NATIONAL ASSOCIATION OF REALTORS®.

Section 4. Participation. Any REALTOR® of the Association or any other board/association who is a principal, partner, corporate officer, or branch manager acting on behalf of a principal, without further qualification, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances, is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "Membership" or "Participation" unless he or she holds a current, valid real estate broker's license issued by the State of Texas or a state contiguous thereto and offer or accept compensation to and from other Participants or is licensed or certified by an appropriate state regulatory

agency to engage in the appraisal of real property. Use of information developed by or published by an Association/Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by an Association/Board Multiple Listing Service where access to such information is prohibited by law.

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 ongoing 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 in a nondiscriminatory manner to all Participants and potential Participants.

Section 5. Access to Comparable and Statistical Information. Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building but who do not participate in the Multiple Listing Service are nonetheless entitled to receive, by purchase or lease, information other than current listing information that is generated, wholly or in part, by the Multiple Listing Service including "comparable" information, "sold" information, and statistical reports. Such information is provided for the exclusive use of Association Members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm except as otherwise specified in the Rules and Regulations of the Multiple Listing Service. Association Members who receive such information, either as an Association service or through the Association's Multiple Listing Service are subject to the applicable

provisions of the Multiple Listing Service Rules and Regulations whether they participate in the Multiple Listing Service or not.

Section 6. Subscribers. Subscribers (or users) of the Multiple Listing Service include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with Participants.

ARTICLE XV - FISCAL AND ELECTIVE YEAR

Section 1. The fiscal year of the Association shall commence on the 1st day of January and end on the 31st day of December each calendar year.

Section 2. The elective year of the Association shall commence on the 1st day of January and end on the 31st day of December each calendar year.

ARTICLE XVI - CREATION OF DIVISIONS

The Board of Directors may from time to time create and define the operations of various divisions of the Association based on geographical location or specialized activities of division Members, and the presiding officer of each division shall be an ex-officio Member of the Board of Directors without voting rights, unless such presiding officer is otherwise elected as a Director entitled to vote.

ARTICLE XVII - EDUCATION FOUNDATION

The Declaration of Trust of the MetroTex Association of REALTORS®, Inc., Education Foundation shall govern the operations of the Educational Foundation.

ARTICLE XVIII - RULES OF ORDER

Robert's Rules of Order, latest edition, shall be recognized as the authority governing the meetings of the Association, its Board of Directors, and committees in all instances wherein its provisions do not conflict with these Bylaws.

ARTICLE XIX - AMENDMENTS TO BYLAWS

Section 1. Majority Vote. These Bylaws may be amended by a majority vote of the Members present and qualified to vote at any meeting of the Members called for such purpose, except that the Board of Directors may, at any regular or special meeting of the Board of Directors at which a quorum is present, approve amendments to the Bylaws which are mandated by NAR policy.

Section 2. Notice. Notice of the call of any meeting at which one or more amendments are to be considered shall be mailed or electronically transmitted to every Member eligible to vote at least fourteen (14) days prior to the meeting. Such notice shall state the date, time, and location of the meeting. A copy of the proposed amendment or amendments shall be faxed or made available upon request, and will be posted on the Association's website.

Section 3. Approval of NAR. Amendments to these Bylaws affecting their admission or qualification of REALTOR® and Institute Affiliate Members, the use of the terms "REALTOR®" and "REALTORS®" or any alteration in the territorial jurisdiction of the Association shall become effective upon their approval as authorized by the Board of Directors of the NATIONAL ASSOCIATION OF REALTORS®.

Section 4. Code of Ethics. Amendments to the *Code of Ethics and Arbitration Manual* of this Association, which is a part of these Bylaws, must be approved by a majority vote of the Board of Directors.

ARTICLE XX - DISSOLUTION

Upon the dissolution of this Association, the Board of Directors, after providing for the payment of all obligations, shall distribute any remaining assets to the Texas Association of REALTORS® or any other non-profit tax-exempt organization.

ARTICLE XXI - EFFECTIVE DATE

These Bylaws shall be effective from and after the date of adoption by the Membership.