

PAUL BUNYAN, INC., MULTIPLE LISTING SERVICE

Wexford/Missaukee MLS database

Ros Co MLS database

MULTIPLE LISTING SERVICE RULES AND REGULATIONS

Approved 8/11/2005 by PBBR and PBMLS Boards of Directors and as amended for 2006 mandates by National Association of REALTORS®, lockbox service added 4/10/2008

ARTICLE I - LISTING PROCEDURES.

Section 1. Listing Procedures. Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located within the territorial jurisdiction of Paul Bunyan Board of REALTORS® and its Multiple Listing Service, shall be delivered to the Service by the Participants in the Multiple Listing Service on the appropriate Data Input Form or an All Fields Detail printout from the database, accompanied by a copy of the listing agreement, within five (5) calendar days of the listing date, with all necessary signatures of seller(s) or by electronic mail authorization, having been obtained prior to submission. A primary photo for any structure on a Residential or Commercial listing must be attached to the listing on the database within five (5) days of the listing agreement date. (Amended 11/07)

- Single family homes and condominiums for sale or exchange
- Vacant lots and acreage for sale or exchange
- Two-family, three-family, and four-family residential buildings for sale or exchange.
- Commercial/Industrial Buildings, Commercial Lease, Commercial Land, and Business Opportunities

NAR NOTE. The Multiple Listing Service does not require a Participant to submit listings on any specific listing agreement form other than the form the Participant individually chooses to utilize, provided the listing is of a type accepted by the Service, although the use of the approved and appropriate MLS Data Input Form or an All Fields Detail printout of the listing from the database is required as a cover for submission of the listing agreement. However, the Multiple Listing Service, through the sole shareholder's legal counsel:

- reserves right to refuse acceptance of a Listing Agreement which fails to adequately protect the interest of the public and the participants.
- assures that no Listing Agreement filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).

The Paul Bunyan MLS, Inc. shall accept Exclusive Right to Sell Listing Contracts and Exclusive Agency Listing Contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other

Participants of the Multiple Listing Service acting as subagents, buyer agents or both (amended 11/96).

The Listing Agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service (amended 11/96).

The different types of listing agreement include:

- Exclusive Right to Sell
- Exclusive Agency
- Open
- Net

The service will not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation (Amended 4/92).

The **Exclusive Right-to-Sell Listing** is the conventional form of listing submitted to the Multiple Listing Service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers (Amended 4/92).

The Exclusive Agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive Agency listings and Exclusive Right to Sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from Exclusive Right to Sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by Exclusive Right to Sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote Exclusive Agency and Exclusive Right to Sell listings with prospect reservations (Amended 4/92).

NAR NOTE: A Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that a Multiple Listing Service must accept every type of listing. The Multiple Listing Service shall decline to accept open listings (except where acceptance is required by law) and net listings and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service.

NAR NOTE: A Multiple Listing Service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings (Adopted 11/92).

Section 2. Types of Properties: The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker (Amended 11/91).

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|----------------------------------|--|
| (a) Residential | (f) Motel-Hotel |
| (b) Residential Income | (g) Mobile Homes with land conveyance |
| (c) Subdivided Vacant Lot | (h) Mobile Home Parks |
| (d) Acreage, Land and Ranch | (i) Commercial Lease or Income |
| (e) Business Opportunity
Land | (j) Commercial/Industrial Building and/or Commercial
Land |

Section 3. Listings Subject to Rules and Regulations of the Service. Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the Seller(s) or **electronic mail authorization**. (Amended 11/07)

Section 4. Detail on Listings Files with the Service. A listing agreement, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified in fields on the corresponding Data Input Form, and Listing Agreement. All required fields, including those not hard coded must be completed accurately.

Section 5. Limited Service Listings. Listing Agreements under which the listing broker will not provide one, or more, of the following services:

- arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating authority to make such appointments directly with seller(s)
- accept and present to the seller(s) offers to purchase procured by cooperating brokers authority to present offers to purchase directly to the seller(s)
- advise the seller(s) as to the merits of offers to purchase
- assist the seller(s) in developing, communicating, or presenting counter-offers
- participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g., LR, or LS) in MLS compilations under Listing Agreement type so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

NAR NOTE: Adoption of section 5, Limited Service Listings, is optional and a matter to be determined by each MLS. (Adopted 5/01)

Section 6. MLS Entry-Only Listings. Listing Agreements under which the listing broker will not provide any of the following services:

- a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead give cooperating brokers authority to make such appointments directly with the seller(s).
- b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c) advise the seller(s) as to the merits of offers to purchase
- d) assist the seller(s) in developing, communicating, or presenting counter-offers
- e) participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g., EO) in MLS in MLS compilations under Listing Agreement type so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 7. Exempted Listings. If the Seller refuses to permit the listing to be disseminated by the Service, the REALTOR® may then take the listing ("office exclusive") and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing must be accompanied a completed form provided by the service, signed by the listing agent and broker. The listing agreement must include a statement from the seller certifying that the seller does not desire the active listing to be disseminated by the Service. Any changes to these listings, including the sale of the listed property, must be reported to the MLS in the same manner as all other listings, accompanied by a copy of the listing agreement addendum signed by the seller authorizing the changes and/or sale.

NAR NOTE: *Section 7 is not required if the service does not require all (indicate type(s)_accepted by the service) listings to be submitted by the participant to the service.*

Section 8. Change of Status of Listing. Any change in listed price or other change in the original Listing Agreement shall be made only when authorized in writing or **by electronic mail authorization** by the seller and shall be filed with the Service within forty-eight (48) calendar hours (excepting postal holidays) after the authorized change is received by the listing broker.

Section 9. Withdrawal of Listing Prior to Expiration. Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the Listing Agreement provided notice is filed with the Service including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

The Seller(s) do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Service may remove the listing at the request of the Seller (Adopted 11/96).

Section 10. Contingencies Applicable to Listings. Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants within forty eight (48) hours of the change.

Section 11. Listing Price Specified. The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction (Amended 11/92).

Section 12. Listing Multiple Unit Properties: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Data Input Form. If part of a larger parcel of listed property has been sold, proper notification should be given to the Multiple Listing Service clearly indicating which part of the listed property has been sold and which part remains in the MLS as an active listing(s) and including all pertinent sold information.

Section 13. No Control of Commission Rates or Fees Charged by the Participants. The Multiple Listing Service shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating participants or between participants and non-participants.

Section 14. Expiration, Extension and Renewal of Listings. If notice of renewal or extension of the listing date on a contract was signed and/or received more than thirty (30) days after the expiration date of the original contract, the listing will expire. The listing must be filed with the service under a new MLS number and documentation submitted as follows:

- 1) submit a new listing agreement, and file with the service as a new listing.
- 2) submit a signed addendum extending the original listing contract and a copy of the original listing contract, and file with the service as a new listing. If this option is selected for extension of a listing beyond 30 days from the listing expiration date on the original listing contract, the original Listing Agreement date will apply to the new listing.

Any extension or renewal of a listing must be signed by the seller(s) or authorized by electronic mail if permitted by the terms of the original listing, and be filed with the Service. Amended 11/07

Section 15. Termination Date on Listings. Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the Seller.

Section 16. Jurisdiction. Only listings of the designated types of property located within the jurisdiction of the Board of REALTORS are required to be submitted to the Service. Listings of property located outside the Board's jurisdiction will* be accepted if submitted voluntarily by a Participant, but cannot be required by the Service (Amended 11/01) **(This is option one, the "will" option selected by PBBR in 1993).*

Section 17. Listings of Suspended Participants. When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Rules and Regulations, or other membership obligation 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 Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board (except where MLS participation without REALTOR® Board/Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges (within the prescribed time frame of Board policy), the Board MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients.

Section 18. Listings of Expelled Participants. When a Participant of the Service is expelled from the MLS for failure to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS shall, at the expelled Participant's options, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients.

Section 19. Listings of Resigned Participants. When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the

resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients.

ARTICLE II - SELLING PROCEDURES

Section 1. Showing and Negotiations. Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the listing broker except under the following circumstances:

- a. the listing broker gives cooperating broker specific authority to show and/or negotiate directly, or
- b. where after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers (Amended 4/92).
- c. Limited Service and MLS Entry only showings and negotiations will be as specified in the listing agreement. An alternate contact/communication telephone number shall be entered into the appropriate "Alternate Contact" field when necessary.

Section 2. Presentation of Offers. The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so (Amended 4/92).

Section 3. Submission of Written Offers and Counter-Offers. The listing broker shall submit to the Seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the Seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer (Approved 11/87).

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

Section 4. Right of Cooperating Broker in Presentation of Offer. The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing

broker's right to control the establishment of appointments for such presentations (Amended 4/92).

Section 5. Right of Listing Broker in Presentation of Counter-Offers. The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessor (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when the counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions (Adopted 11/93).

Section 6. Reporting Sales to the Service. Sales shall be reported immediately to the Multiple Listing Service by the listing broker unless the negotiations were carried on under Article 2, Section 2 (a) or (b) hereof in which case the cooperating broker shall report, sending a copy to the listing broker within **forty-eight (48)*** hours after acceptance (Amended 4/92).

NAR NOTE: The Listing Agreement of a property filed with the Multiple Listing Service by the listing broker should include a provision expressly granting the listing broker 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 Multiple Listing Service 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 broker the right to authorize dissemination of this information by the MLS to its Participants. (Amended 11/01)

Section 7. Reporting Resolutions of Contingencies. The listing broker shall report to the Multiple Listing Service within **forty-eight (48) hours** that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

Section 8. Advertising of Listing filed with the Service. A listing shall not be advertised by any Participant, other than the listing broker without the prior consent of the listing broker.

Section 9. Reporting Cancellation of Pending Sale. The listing broker shall report **immediately** to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately.

Section 10. Disclosing the Existence of Offers. Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (*Adopted 11/05*).

Section 11. Availability of Listed Property. Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (*Adopted 11/05*)

ARTICLE III - REFUSAL TO SELL

Section 1. Refusal to Sell. If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

ARTICLE IV - PROHIBITIONS

Section 1. Information for Participants Only. Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without prior consent of the listing broker.

Section 2. "FOR SALE" Signs. Only the "For Sale" signs of the listing broker may be placed on a property (Amended 11/89).

Section 3. "SOLD" Signs. Prior to closing, only the "Sold" signs of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96).

Section 4. Solicitation of a Listing filed with the Service. Participants shall not solicit a listing on a property filed with the Service unless such solicitation is consistent with Article 16 of the REALTOR® Code of Ethics, its Standards of Practice and its case interpretations.

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

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

This Section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the seller to breach the Listing Agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

This Section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standard of Practice related to Article 16 of the Code of Ethics.

ARTICLE V - DIVISION OF COMMISSIONS

Section 1. Compensation Specified on each Listing. The listing broker shall specify, on each Listing Agreement filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid (Amended 11/98).

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

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

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS provided the listing broker informs the other broker in writing in advance of his producing an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or a flat dollar amount (Amended 11/95).

*The compensation specified on listings filed with the Multiple Listing Service shall appear in one or two forms. The essential and appropriate requirement by a Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of his producing an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms

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- by showing a percentage of the gross selling price
- by showing a definite dollar amount (Amended 11/95)

NAR NOTE 1: The Multiple Listing Service does not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his/her Listing Agreement, and the Multiple Listing Service will not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Multiple Listing Service will not disclose in any way the total commission negotiated between the seller and the listing broker.

NAR NOTE 2: The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised (Amended 4/92).

NAR NOTE 3: The Multiple Listing Service shall make no rule on the division of commissions between Participants and Non-participants. This should remain solely the responsibility of the listing broker.

NAR NOTE 4: Multiple Services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval or to lender approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court or by a lender. In such instances, the fact that the gross commission is subject to court or lender approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they produce an offer that ultimately results in a successful transaction (adopted 11/98).

NAR NOTE 5: Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (*Adopted 11/05*)

Section 2. Participant as Principal. If a Participant or any licensee (or licensed or certified Appraiser) affiliated with a Participant has any **ownership** interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

Section 3. Participants as Purchaser. If a Participant or any licensee (including licensed and certified Appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker (Adopted 2/92).

Section 4. Dual or Variable Rate Commission Arrangements. The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/lease agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord if the cooperating broker is 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 5/01).

ARTICLE VI - SERVICE CHARGES

Section 1. Service Fees and Charges. The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

- **Initial Participation Fee:** An applicant for Participation in the Service shall pay an application fee in such amount as determined from time to time, as per (e) below. This fee is to accompany the application.

NAR NOTE: The initial participation fee shall approximate the cost of bringing the service to the participant.

- **Recurring Participation Fee:** Each Participant may be charged a recurring annual participation fee in an amount equal to an amount to be determined from time to time, as per (3) below, times each salesperson and/or licensed personal assistant, licensed or certified appraiser, state licensed appraiser and/or limited licensed appraiser who is employed by, affiliated as an independent contractor with such Participant, or contracted to do work for the Participant. Payment of such fees shall be made on or before the first day of the fiscal year of the Multiple Listing Service.

NAR NOTE: *A multiple listing service may elect to have such fees payable on a quarterly basis or even on a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.*

- **Listing Fee:** A Participant **may be** required to pay to the Service a listing fee for each new listing or a renewal of a listing fee which Participant will be billed for by invoice in such amount as determined from time to time, as per (e) below.

NAR NOTE: *An alternate provision for the listing fee is: "For filing a new listing or renewal of a listing with the service, Fees in such an amount as determined from time to time. A fee shall accompany each listing when filed with the service."*

Optional: It is a matter of agreement between the listing and selling broker as to whether or not the cooperating broker shall reimburse the listing broker for the basic listing input fee. The Multiple Listing Service shall not be concerned as this is an arrangement between cooperating brokers and the Multiple Listing Service rules do not dictate the compensation offered to cooperating brokers by the listing broker. (Amended 4/92)

- **Subscription Fee:** A subscription fee will be charged to the Participant for each salesperson and/or licensed personal assistant, licensed or certified appraiser, state licensed appraiser and/or limited licensed appraiser who is employed by, affiliated as an independent contractor with such Participant, or contracted to do work for the Participant who hereinafter shall be defined as the Subscriber. Each subscriber is entitled to access to the online system, the desktop distributed system and, if also a member of Paul Bunyan Board of REALTORS®, is entitled to Michigan Reciprocal Access services.

The Participation fee and Subscriber fees shall be set in the amount determined by the MLS committee by recommendation to and upon approval by the Board of Directors of the Service and may be adjusted from time to time in the same manner prescribed.

ARTICLE VII - COMPLIANCE WITH RULES.

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

- a) For failure to pay any fee or service charges of the MLS, the Participant of the Service shall be suspended until service charges or fees are paid in full. There will be a reinstatement fee charged to reactivate the Service to the Participant and Subscribers. Refer to the MLS Policies and Procedures for further information.
- b) For failure to comply with any other rule, the provisions of Article VII

NAR NOTE: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulation of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (Amended 11/88)

Section 1. Applicability of Rules to Users and/or Subscribers. Non-principal brokers, associated brokers, each salesperson and/or licensed personal assistant, licensed or certified appraiser, state licensed appraiser and/or limited licensed appraiser who is employed by, affiliated as an independent contractor with such Participant, or contracted to do work for the Participant and is authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the Rules and/or any sanctions imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant. (Adopted 4/92)

NAR NOTE: Adoption of section 1 is optional and should be adopted by multiple listing services desiring to establish authority to impose discipline on non-principle users or subscribers affiliated with MLS members or participants (Adopted 4/92)

ARTICLE VIII - MEETINGS

Section 1. Meetings. The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of the service.

ARTICLE IX – ENFORCEMENT OF RULES OR DISPUTES

Section 1. Considerations of Alleged Violations. The board of directors shall give consideration to all written complaints having to do with violations of the rules and regulations. (Amended 2/98)

Section 2. Violations of Rules and Regulations. If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision. (Amended 11/96)

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

**Only adopt this provision if the association's MLS is open to nonmember participants (otherwise qualified individuals who do not hold REALTORS® membership anywhere).*

Section 3. Complaints of unethical conduct. *All other complaints of unethical conduct shall be referred by the board of directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. (Amended 11/88)*

ARTICLE X – CONFIDENTIALITY OF MLS INFORMATION

Section 1. Confidentiality of MLS Information. Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estates licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. (Amended 4/92)

ARTICLE XI - CONFIDENTIALITY OF MLS INFORMATION

Section 1. Confidentiality of MLS Information. Any information provided by the MLS to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers and valuation experts affiliated with such Participants (amended 4/92).

Section 2. MLS Responsibility for Accuracy of Information. The information published and disseminated by the service is communicated verbatim, without change by the service, as filed with the service by the participant. The service does not verify such information provided and disclaims any responsibility for its accuracy. Each participant agrees to hold the service harmless against any liability arising from any inaccuracy or inadequacy of the information such participant provides.

Section 3. Access to Comparable and Statistical Information. The Paul Bunyan Board of REALTORS® Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Board Members and individuals affiliated with Board Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations. (Amended 11/04)

ARTICLE XII - OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS

Section 1. Ownership of MLS Compilations* and Copyrights. By the act of submission of any property listing data to the MLS, the participant represents that he has been authorized to grant and also thereby does grant authority for the Paul Bunyan MLS, Inc. to include the property listing data in its copyrighted MLS compilation and also in any statistical report on "Comparables."

- a) All right, title and interest in each copy of every MLS Compilation created and copyrighted by the Paul Bunyan MLS, Inc. and in the copyrights therein, shall at all times remain vested in the sole shareholder corporation, Paul Bunyan Board of REALTORS®.

NAR NOTE: **The term MLS compilation, as used in Sections XII and XIII herein, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatever.*

- b) Each Participant shall be entitled to lease from Paul Bunyan MLS, Inc., computerized access to the MLS Compilation sufficient to provide the information in the database to the Participant and each person affiliated as with such Participant as a Non-principal broker, associate broker, each salesperson and/or licensed personal assistant, licensed or certified appraiser, state licensed appraiser and/or limited licensed appraiser who is employed by, affiliated as an independent contractor with such Participant, or contracted to do work for the Participant. The Participant shall pay for each such subscription access through a subscription fee set by the Service.*

Participants shall acquire by such lease only the right to use the MLS compilations and access in accordance with these rules.

NAR NOTE 1. This section should not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee (or licensed or certified Appraiser or valuation expert) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS, and who does not, at any time, have access to nor use of the MLS information or MLS facility of the Service.

NAR NOTE 2. *It is intended that the participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall 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 purchaser's expressed desires and ability to*

purchase, whether reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

ARTICLE XIII - USE OF COPYRIGHTED MLS COMPILATIONS

Section 1. DISTRIBUTION. Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Service and shall not distribute access information or any other means of such to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the policies and procedures or governing documents of the MLS. Use of information developed by or published by an MLS 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 the Service where access to such information is prohibited by law (amended 4/92).

- a) **DISPLAY.** Participants, and those persons affiliated as licensees with such participants, shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said MLS compilation.
- b) **REPRODUCTION (option 1).** (The PB MLS selected Option 1 in 1993) Participants or their affiliated licensees shall not reproduce any MLS compilations or portions thereof except in the following limited circumstances:

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

Reproductions made in accordance with this rule, shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproductions.

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the

exclusive use of the participant and those licensees affiliated with the participant 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 or related entity.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that a Board or Board-owned Multiple Listing Service has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

ARTICLE XIV - USE OF MLS INFORMATION

Section 1. LIMITATIONS ON USE OF MLS INFORMATION. (Option #1) Use of Information from MLS compilations of current listing information, from the Board's statistical report, or from any sold or comparable report of the Board or MLS for public mass-media advertising by an MLS participant or in other public representations, may not be prohibited.

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

***"Based on information, from the Paul Bunyan MLS, Inc.. for the period (insert date) through (insert date) and may not represent all data available."
(Amended 11/93)***

ARTICLE XV - CHANGES IN RULES AND REGULATIONS

Section 1. Changes in Rules and Regulations. Amendments to the Rules and Regulations of the Service shall be considered and approval the Board of Directors of the multiple listing service, subject to final approval by the Board of Directors of the Paul Bunyan Board of REALTORS®.

NAR NOTE: *Some associations may prefer to change the rules and regulations by a vote of the participants of the service, subject to approval of the board of the Paul Bunyan Board of REALTORS®, with final approval by the board of directors of the which Paul Bunyan Board of REALTORS® which is the sole and exclusive shareholder of the stock of the service corporation.*

Article XVI - MICHIGAN RECIPROCAL ALLIANCE

Section 1. Michigan Reciprocal Alliance. RECIPROCAL AGREEMENT FOR COMPUTERIZED ACCESS FOR VIEW OF LISTING DATABASES OF THE MEMBER BOARDS OF THE MICHIGAN RECIPROCAL ALLIANCE (MRA), ENTERED INTO BY THE PAUL BUNYAN BOARD OF REALTORS® ON BEHALF OF ITS PRIMARY AND SECONDARY MEMBERS WHO ARE PARTICIPANTS OF PAUL BUNYAN MLS AND SUBSCRIBERS WHO ARE LICENSED WITH THEM.

a) Eligibility Requirements for Participants and Subscribers of the Service for Access for Michigan Reciprocal Alliance (MRA)

- 1) Only those Participants and salespersons and/or licensed personal assistants, licensed or certified appraisers, state licensed appraisers and/or limited licensed appraisers who are employed by, affiliated as an independent contractor with such Participant, or contracted to do work for the Participant of the MLS who are also primary or secondary members of Paul Bunyan Board of REALTORS® and Paul Bunyan MLS shall be eligible for access to listing information of other MRA Member Boards.
- 2) Only those Participants and salespersons and/or licensed personal assistants, licensed or certified appraisers, state licensed appraisers and/or limited licensed appraisers who are employed by, affiliated as an independent contractor with such Participant, or contracted to do work for the Participant of the MLS who are also primary or secondary members of a member Board and its MLS shall be eligible for access to listing information of any MRA Member Board/Association and its MLS.
- 3) Participant and/or Subscriber of the MLS must be a member in good standing with the MLS and Board to whom they pay their primary or secondary dues to.

b) Structure of Access

- 1) Access by online computer access at a level of security determined by the member MRA Board/MLS to whom they request access to listing information.

Signatory Boards (* represents charter members):

Alpena-Alcona-Presque Isle Board of REALTORS®

Antrim/Kalkaska/Charlevoix Board of REALTORS®

*Central Michigan Association of REALTORS®

*Clare-Gladwin Board of REALTORS®

Eastern Upper Peninsula Board of REALTORS®

Emmet Association of REALTORS®

Northeastern Board of REALTORS®

*Paul Bunyan Board of REALTORS®
Traverse Area Association of REALTORS®
Water Wonderland Board of REALTORS®
*West Central Board of REALTORS®

c) Purpose of Access

- 1) Display and View of listings of the Multiple Listing Service of Member Boards for information purposes.

DISCLAIMER: MRA Data Sharing is for informational purposes only. It does NOT constitute any offers of cooperation and/or compensation.

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

ARTICLE XVIII - INTERNET DATA EXCHANGE (IDX)

(12/12/2006 revision for clarification and service conversion to Data PALS service)

Paul Bunyan Board of REALTORS and Paul Bunyan MLS IDX Service Defined:

WEXFORD/MISSAUKEE MLS DATABASE

IDX affords Paul Bunyan MLS Participants of Wexford/Missaukee MLS database the option of authorizing display of their active listings on the Internet websites of other Paul Bunyan MLS Participants of Wexford/Missaukee MLS database.

ROSCO MLS DATABASE

IDX affords Paul Bunyan MLS Participants of Ros Co MLS database the option of authorizing display of their active listings on the Internet websites of other Paul Bunyan MLS Participants of Ros Co MLS database.

Section 1: Authorization: (Paul Bunyan MLS committee Selected Option #1)

WEXFORD/MISSAUKEE MLS DATABASE

Paul Bunyan MLS Participants' of the Wexford/Missaukee MLS database consent for display of their active listings by other Participants of the Wexford/Missaukee MLS database pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that said Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Paul Bunyan MLS Participant of the Wexford/Missaukee MLS database refuses on a blanket basis to permit the display of other Wexford/Missaukee MLS Participant's listing, that MLS Participant may not download or frame the aggregated MLS data of other Wexford/Missaukee MLS Participants.

ROSCO MLS DATABASE

Paul Bunyan MLS Participants' of the Ros Co MLS database consent for display of their active listings by other Participants of the Ros Co MLS database pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that said Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Paul Bunyan MLS Participant of the Ros Co MLS database refuses on a blanket basis to permit the display of other Ros Co MLS Participant's listings, that MLS Participant may not download or frame the aggregated MLS data of other Ros Co MLS Participants.

Section 2—Participation (Paul Bunyan MLS committee Selected Option #2): Participation in the Paul Bunyan MLS IDX Service is available to all Paul Bunyan MLS Participants who consent to display of their listings by other Paul Bunyan MLS Participants. However, the display must be limited to display of the MLS Participants of the same database.

Section 3—Display: Display of listing information pursuant to IDX is subject to the following rules:

- a. Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited.
- b. The MLS Committee shall determine which listings or the types of listings they will display on their websites. Examples include property type ("condos," "single family detached," "multi-family," etc.), price, or location ("downtown").
- c. MLS Participants shall not modify or manipulate information relating to other MLS Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.)
- d. All listings displayed pursuant to IDX shall identify the listing firm by name and location only.
- e. Non-principal brokers and sales licensees affiliated with IDX Participants may display the Smart Frame IDX dataset, available through Paul Bunyan IDX Service on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.
- f. Listing information downloaded and/or otherwise displayed pursuant to IDX shall be limited to properties listed on an exclusive right to sell basis.
- g. All listings displayed pursuant to IDX shall show the MLS as the source of the information.
- h. MLS Participants (and affiliated licensees, if applicable) using the flat file ftp IDX service must refresh all downloads and refresh all data at least THREE DAYS A WEEK.
- i. MLS Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-

commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. They shall agree to use the provision and disclaimer statement provided by the Paul Bunyan MLS IDX Service which is provided in the Participant and/or Consultant Third Party Aggregator IDX agreement.

j. Limitations of listing display

WEXFORD/MISSAUKEE

MLS The right to display the listings of other Wexford/Missaukee MLS Participants listings pursuant to IDX shall be limited to a MLS Participant's office holding participatory rights in the Wexford/Missaukee MLS database.

ROSCO MLS DATABASE

The right to display the listings of other Ros Co MLS Participants listings pursuant to IDX shall be limited to a MLS Participant's office holding participatory rights in the Ros Co MLS database.

l. Requirement to display Paul Bunyan MLS listings separately from listings obtained from all other sources

WEXFORD/MISSAUKEE MLS DATABASE

Listings obtained through the IDX dataset from Wexford/Missaukee MLS database must be displayed separately from listings obtained from other sources, including listings from the Ros CO MLS database and information provided by other Multiple Listing Services.

ROSCO MLS DATABASE

Listings obtained through the IDX dataset from Ros Co MLS database must be displayed separately from listings obtained from other sources, including listings from the Wexford/Missaukee MLS database and information provided by other Multiple Listing Services.

m. No portion of the IDX database shall be used or provided to a third party for any purpose or service other than IDX display and as expressly provided for in these rules and agreed upon in the Paul Bunyan MLS Participant and Consultant IDX Service agreements.

SECTION 5 – SERVICE FEES AND CHARGES: Service fees and charges for participation in the IDX service of Paul Bunyan MLS and IDX display through Paul Bunyan MLS Smart Framing Service or through ftp flat frame service option shall be as established annually by the Board of Directors of the Service. (Adopted 11/01. Amended 5/05)

Article XIX Electronic Lockbox and Smart Card Service 4/10/2008

Section 1 – Description: The Electronic Lockbox and Smart Card Service (the Lockbox Service) shall be an activity of Paul Bunyan Board of Realtors® (“PBBR”) through its wholly owned subsidiary corporation, Paul Bunyan MLS, Inc. (“PBMLS”). The Lockbox and Smart Card Service shall be a for-lease service. Broker Participants may lease Sentrilock Electronic Lockboxes through the Lockbox System Service Agreement (the “Service Agreement”). Broker Participants, Appraiser Participants and Affiliate Home Inspectors may lease Smart Card Readers and Smart Cards for themselves and their authorized associates as described per the terms of their executed Service Agreement with PBMLS.

Section 2 - Purpose: An Electronic Lockbox and Smart Card Service is a means by which authorized MLS Participants place leased Sentrilock Electronic Lockboxes on a listed property, and the use of leased Smart Cards to access the Sentrilock Electronic Lockboxes.

Section 3 - Service Agreement Responsibilities: The Lockbox Service Agreement and Smart Card Authorized User Agreement (the “User Agreement”) shall state the responsibilities and shall incorporate by reference any applicable rules or other governing provisions of the MLS as they relate to the operation of the Lockbox Service.

Section 4 - Discretion of Board of Directors: All issuing fees, recurring fees, other administrative costs, rules and procedures shall be established by the Board of Directors of PBMLS, and approved by the Board of Directors of PBBR, and may be created or amended at their discretion.

Section 5 – Definitions and Eligibility:

- Definition of Eligible Designated Realtor® Brokerage Participant (the Participant) for the Lockbox Service:

Designated Realtor® Brokerage Participant is defined as an individual who: (1) is a Primary or Secondary member of Paul Bunyan Board of REALTORS® or any local association of REALTORS® in Michigan; (2) is the authorized Designated Realtor® of a brokerage and a Participant in the PBMLS and its Lockbox Service; (3) has voluntarily opted in and signed a Service Agreement with PBMLS for the services provided by the Lockbox Service; and (4) is responsible to the PBMLS for compliance with these rules for himself/herself and all licensees held under his/her license or the brokerage’s license.

- Definition of Eligible Licensee (Associate)

Eligible Licensee is defined as an individual who is: an associate broker, sales licensee and licensed personal assistant who is authorized to utilize the Lockbox Service under the responsibility and supervision of an eligible and authorized Participant of PBMLS who has signed a Service Agreement for Lockbox Service.

- Definition of Eligible Appraiser Participant (the Participant) of the Lockbox Service:

Designated Realtor® Appraiser Participant is defined as an individual who: (1) is a Primary or Secondary member of Paul Bunyan Board of REALTORS® or any local association of REALTORS® in Michigan; (2) is the authorized Designated Realtor® of an appraisal office and a Participant in the PBMLS and its Lockbox Service; (3) has voluntarily opted in and signed a Service Agreement with PBMLS for the services provided by the Lockbox Service; and (4) is responsible to the PBMLS for compliance with these rules for himself/herself and all licensed associates working for or with the appraisal firm.

- Definition of Eligible and Authorized Associate who works for or with a certified or state licensed appraiser (the Associate)

Eligible and authorized Associate who work for or with a certified or state licensed appraiser is defined as an individual who: is a licensed partner who is a certified or state licensed appraiser, a limited licensed appraiser who is actively performing work as an independent contractor for a certified or state licensed appraiser to utilize the Lockbox Service under the responsibility and supervision of an eligible and authorized Participant who has signed a Service Agreement for Lockbox Service with PBMLS.

- Definition of Eligible Affiliate Home Inspector (the Participant) of the Lockbox Service:

Primary Affiliate Member of PBBR and PBMLS who is a Home Inspector and is approved by the Board of Directors of PBMLS as eligible for the Lockbox Service.

Section 6 – Use of Lockbox Service: Participants who have signed Service Agreements with PBMLS, are entitled to use the Lockbox Service subject to the execution of an a Service Agreement and User Agreements with PBMLS and completion of a mandatory training session prior to activation of their service.

The MLS Board of Directors may refuse to approve applications for the Lockbox Service, may terminate existing Service Agreements, and may refuse to activate or reactivate use of the Lockbox Service held by an individual who is charged with or convicted of a felony or misdemeanor, if the crime, in the determination of the Board of Directors of PBMLS following review by legal counsel of PBMLS, and approval of the leadership of Paul Bunyan Board of Realtors®, relates to real estate and real estate related business or is deemed to place clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determination include, but are not limited to:

1. The nature and seriousness of the crime.
2. The relationship of the crime for the purposes of limiting or terminating access
3. The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity.
4. The extent and nature of past criminal activity.

5. Time since criminal activity was engaged in
6. evidence of rehabilitation while incarcerated or following release and
7. evidence of present fitness

Section 7 – Administration and Acknowledgements: PBBR and PBMLS shall adhere to the Minimum Security Requirements as established by the National Association of REALTORS® (NAR) as from time to time amended by NAR.

PBMLS Agreements: The MLS Rules and Regulations of PBMLS incorporate the following agreements as part of the Lockbox Service, as from time to time amended by the Board of Directors of PBMLS.:

Any and all PBMLS Lockbox Service and User Agreements
Any and all PBMLS Lockbox Service Policies and Procedures
Any and all PBMLS Lockbox Service Administrative Forms

a. The PBMLS Board of Directors shall create, adopt, maintain and update as necessary all Rules and Regulations, Policies and Procedures and Agreements for use of the Lockbox Service, which may include appropriate sanctions of suspension or termination and fines, not to exceed \$1,000, for any violations, defaults and granting by a Participant or their Associates of unauthorized use through access or use of a product of the Lockbox Service.

b. All Participants and their Associates of the Lockbox Service shall agree, as a term of the Service Agreement, to be bound by the rules and regulations and policies and procedures governing the operation of the Lockbox Service. Any noncompliance not specifically addressed in the Service Agreement or the rules and regulations or policies and procedures of the MLS shall be handled under Section 11 – Noncompliance with Rules and Regulations, Policies and Procedures, and default of the Service Agreement or User Agreement other than granting of unauthorized access or use of the Lockbox Service in the current Rules and Regulations adopted by the Board of Directors of PBMLS.

c. The PBMLS shall maintain records of the current and eligible Participants and their Associates receiving access to the Lockbox Service, product use related to the Lockbox Service, such as Smart Cards, Sentrilock Electronic Lockboxes and covers, Smart Card Readers issued, and any other associated Lockbox Service product or computer program.

d. Operation of the Lockbox Service shall at all times be subject to the MLS Rules and Regulations, Policies and Procedures, Service Agreement or any other policies adopted by the PBMLS as amended from time to time.

e. Participants and their Associates acknowledge that neither the Electronic Lockboxes, the Smart Cards nor any other Sentrilock product used in connection with the Electronic Lockbox Service is a security system.

f. The Lockbox Service is a marketing convenience and access control system, and as such, any loss or theft of inventory related to the Electronic Lockbox

Service and /or Smart Card Service or disclosure of day codes or loans of Smart Cards to unauthorized and ineligible parties compromises the integrity of the Electronic Lockbox Service.

g. Participants and their Associations shall use best efforts to insure the confidentiality and integrity of ALL components of the Electronic Lockbox Service. Neither PBMLS nor Sentrilock LLC, shall be liable for any lost business or direct, incidental, or consequential damages or any other claim arising out of or relating to the use or inability to use the Lockbox Service for any reason whatsoever.

h. An annual Electronic Lockbox audit of hardware inventory assigned to each Participant and their Associates will be performed during the last week of the first quarter of each year. An administrative audit report of inventory of each Participant and their Associates will be provided to PBMLS and mailed to the attention of the Participant.

An itemized inventory statement must be signed and submitted by the Participant to the PBMLS by the deadline date on the audit notification, attesting that the leased inventory items of record are accounted for and all use is supervised by the Participant.

1) All Designated Realtor® Brokerage Participants are subject to an immediate interim audit as necessary, for which they will be required to provide a signed certification of current use of related inventory and/or accounting of any inventory related to lockboxes leased through the Lockbox Service. If any participating Designated Realtor® Brokerage Participant is unwilling or is unable to produce certification for any Lockbox Service-related item requested and/or or a certified statement and system printout of current lockboxes associated with an Active or Pending/Under Contract listing itemized by MLS number, and the issued Smart Card Reader then the Designated Realtor® Brokerage Participant will be considered in violation of their Service Agreement and Lockbox Service will be suspended until satisfactory resolution has been determined by PBMLS and a reactivation fee will be charged to the Designated Realtor® Brokerage Participant as outlined in the current Electronic Lockbox Service Policies and Procedures Document of PBMLS.

2) When the administrative inventory of Sentrilock Electronic Lockboxes reaches thirty (30) units or less in the Lockbox Service inventory retained at the PBMLS Office, an immediate administrative audit will be run to determine the number of Sentrilock Electronic Lockboxes currently leased inventory of all Designated Realtor® Brokerage Participants as compared to their current Active Residential Listing Inventory. If the number of Sentrilock Electronic Lockboxes of a Designated Realtor® Brokerage Participant is more than 90% of their current Active Residential Listing Inventory, the overage will be reclaimed by the Lockbox Service to be added to the administrative inventory or for redistribution if necessary.

i. Itemization of Inventory

- Smart Cards
- Smart Card Readers (each office location is assigned one Smart Card Reader)
- Electronic Lockbox and Lockbox Protective Weather Covers

j. Additional or Replacement Inventory

- Additional or Replacement Smart Card Readers are available for lease or purchase at a charge as determined from time to time by the Board of Directors of PBMLS.
- Replacement Smart Cards are available through a certification submission and subject to a replacement charge as determined from time to time by the Board of Directors of PBMLS.
- Replacement Lockbox Protective Weather Covers are available upon request and subject to a replacement charge as determined from time to time by the Board of Directors of PBMLS.

Section 8 - Liability: Participants acknowledge and accept liability for anyone licensed with the Designated Realtor® Brokerage Participant or associated with the Designated Realtor® Appraiser Participant or Affiliate Home Inspector for any noncompliance with either the provisions of these regulations or any Service Agreements or User Agreements executed.

Section 9 - Recall/Repossession: Participants and their Associates acknowledge that title and ownership of the Electronic Lockboxes, Lockbox Protective Weather Covers, and assigned Smart Card Readers are the sole property of PBMLS.

PBMLS reserves the right to recall or repossess Electronic Lockboxes, Lockbox Protective Weather Covers, Smart Card Readers or Smart Cards for any reason. In the event of a recall or repossession, Electronic Lockboxes, Lockbox Protective Weather Covers, Smart Card Readers and Smart Cards must be returned to PBMLS within 5 business days of the notification.

Section 10 - Granting unauthorized use of a Smart Card:

Definition of unauthorized use: Granting of use of a Smart Card to someone other than the assigned user of that Smart Card

Granting of unauthorized use of a Smart Card will result in the following fines and sanctions:

1st offense \$500 fine to the Participant, letter of warning to be retained on file of the identified authorized Participant or the Associate found in violation.

2nd offense \$750 fine to the Participant, second letter of warning to be retained on file of the identified authorized Participant or the Associate found in violation.

3rd offense \$1000 fine and immediate suspension of use of the Smart Card of the identified authorized Participant or Associate found violation and review of violation by the board of directors of PBMLS within 35 days to determine future eligibility.

Section 11 - Noncompliance with Rules and Regulations, Policies and Procedures, and default of the Service Agreement or User Agreement other than granting of unauthorized access or use of the Lockbox Service:

A. PBMLS, Inc shall have the option to terminate the rights of the Participant and their Associates for any default specified under these MLS Rules and Regulations, the Service Agreement or a User Agreement.

B. Participant and their Associates agree to return all Electronic Lockboxes, Lockbox Protective Weather Covers, Smart Card Readers and Smart Cards, and other information concerning the Lockbox Service in their possession immediately upon notification of default, or upon demand by PBMLS.

C. If a Participant fails to return all Electronic Lockboxes, Lockbox Protective Weather Covers, Smart Card Readers and Smart Cards, or information about the Lockbox Service to PBMLS as provided herein, PBMLS shall be entitled to an injunction restraining the Designated Realtor® Brokerage Participants, Designated Realtor® Appraiser Participants and Affiliate Home Inspectors and every Associate authorized for access through the Participant from utilizing any hardware or other inventory associated with the Lockbox Service for any purpose whatsoever, and requires the immediate return of all leased inventory and information of PBMLS which shall be in addition to any other remedies available to PBMLS under the terms and conditions of the Service Agreement, at law or in equity.

D. The Participants of the Lockbox Service shall be responsible for losses, damages, or expenses incurred as a result of the default of the Service Agreement, shall be responsible for any and all expenses and costs including attorneys' fees, resulting therefrom or incident thereto.

E. For failure to pay any Lockbox Service charges or fees related to the routine administration, use and access to the Lockbox Service after the due date noticed on the invoice, all Lockbox Service access and use shall be suspended the next day following notification by telephone or email to the attention of the Participant. The Lockbox Service will remain suspended until all the account has been paid in full and is up to date and a reactivation fee will be charged to the Participant as outlined in the most current Electronic Lockbox Service Rules and Regulations, Policies and Procedures and/or Service Agreement.

F. If a Participant and/or Associate breaches the current Electronic Lockbox Service Rules and Regulations, Policies and Procedures and/or Service Agreement, the Board of Directors of PBMLS may:

- 1) deactivate the Lockbox Service;
- 2) take legal action against the Participant and/or their Associates, to recover all damages incurred by PBBR, PBMLS, or Sentrilock LLC, resulting from such default and/or improper use of the Lockbox Service;
- 3) demand the return of all inventory items leased to the Participant and their Associates; and/or
- 4) pursue any other remedy at law or in equity.

A maximum fine of up to and including \$1,000 for each offense will be assessed to the Participant by PBMLS.

Section 12 - Update Code:

a. Update Codes for Lockbox Service shall be issued only to the Participant and their Associates supervised by the Participant of the Lockbox Service, who is currently in good standing with the MLS and/or Association and who is in compliance with the current Electronic Lockbox Service Rules and Regulations, Policies and Procedures and/or Service Agreement and User Agreements.

b. The Lockbox Service Update Codes expire every 3 days (72 hours) days prohibiting use of the Electronic Lockbox Service until a new current update code is obtained and distributed to the Participants and their Associates who have authorized access to the Lockbox Service through an executed Service Agreement.

Section 13 – One Day Access Codes

a. One Day access codes are available to allow access to a lockbox for a 24 hour period by a non Smart Card Holder.

1) a true and accurate identity of the person or entity for whom the person works must be entered into the appropriate field for tracking purposes for any one-day codes requested on the system. The field is identified by the label: One-day Code Info

2) If a complaint arises from the use of the one-day access code whereby the true and accurate identity of the person and entity for whom the person works is not properly entered, the Participant acting as the authorized supervisor for the person who entered the information will be subject to a fine and/or sanction as determined from time to time by the board of directors of PBMLS.

Section 14 – Termination of Lockbox Service:

a. Voluntary Termination of Electronic Lockbox and Smart Card Agreement and Lockbox Service:

1) A Participant may terminate the Service Agreement by requesting termination by written notice signed by the Participant to the PBMLS to be received by PBMLS at least thirty (30) days prior to the expiration of the Agreement.

2) Voluntary Lockbox Service termination procedures:

a. Receipt by the PB MLS of the proper notification in the proper timeframe described in the Annual Lockbox Service Lease Agreement signed by the Participant

b. Receipt by Participant of an audit report of inventory items assigned to the Participant, and if applicable, a list of electronic lockbox serial numbers expected to be returned to PBMLS with a due date for the return of all leased items

c. Return to PBMLS of all leased inventory items (includes lockboxes, lockbox weather covers, leased Smart Card Reader(s) and all Smart Cards) recorded on the system audit as assigned to the Participant's office along with a physical inventory certification signed by the Participant attesting the return of itemized leased inventory.

d. An Invoice sent to the Participant from PBMLS, if necessary, for any missing or damaged inventory and payment of any remaining Lockbox Service fees, fines, or inventory replacement charges made

e. A dated letter of completion of termination procedures and requirements from PBMLS will be sent to the requesting Participant

f. The Participant of the Lockbox Service shall forfeit any unused portion of Lockbox Service fees previously paid prior to the effective completed termination date.

b. Involuntary Termination of Electronic Lockbox and Smart Card Agreement and Lockbox Service:

1) Written notification sent to the Participant advising termination of Lockbox Service and the reason for the termination.

2) Request for return to PBMLS of all leased inventory items (includes lockboxes, lockbox weather covers, leased Smart Card Reader(s) and all Smart Cards) recorded on the system audit as assigned to the office of the Participant along with a physical inventory certification signed by the Participant attesting the return of itemized leased inventory.

3) An Invoice sent to the Participant from PBMLS, if necessary, for any missing or damaged inventory and payment of any outstanding Lockbox Service fees, fines, or inventory replacement charges made.

4) The Participant of the Lockbox Service shall forfeit any unused portion of Lockbox Service fees previously paid prior to the effective completed termination date.

DEFINITION OF Multiple Listing Service:

A Multiple Listing Service is:

- A facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and customers and the public.
- A means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents or in other agency or non-agency capacities defined by Law).

- A means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals and other valuations of real property
- A means by which Participants engaging in real estate appraisal contribute to common databases (Revised 11/96)

**Multiple Listing Policy of the
NATIONAL ASSOCIATION OF REALTORS®**

Fourteen Points adopted November 15, 1971, by the NATIONAL ASSOCIATION

The purpose of the Multiple Listing Service is the orderly correlation and dissemination of listing information to its Members so that REALTORS® may better serve the buying and selling public.* A Multiple Listing Service shall not enact or enforce any rules which restrict, limit or interfere with the actions of its Members in their relations with each other or in their REALTOR®/client relationship or in the conduct of their business including, but not limited to, the following:

1. MLS shall not: Fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Members (Interpretation No. 14).
2. MLS shall not: Fix, control, recommend, suggest or maintain any percentage division of commissions or fees between cooperating Members and between Members and nonmembers.
3. MLS shall not: Require financial support of Multiple Listing Service operations by any formula based on commission or sales price.
4. MLS shall not: Require or use any form which establishes or implies the existence of any contractual relationship between the Multiple Listing Service and the client (buyer or seller).
5. MLS shall not: Make any rule relating to the posting or use of signs (Interpretation No. 26).
6. MLS shall not: Make any rule prohibiting or discouraging cooperation with nonmembers.
7. MLS shall not: Limit or interfere with the terms of the relationship between a Member and his salesmen (Interpretations No. 16 and No. 17).
8. MLS shall not: Prohibit or discourage any Members from political participation or activity (Interpretation No. 15).

9. MLS shall not: Make any rule granting blanket consent to a selling Member to negotiate directly with the seller (owner) (Interpretation No. 10).
10. MLS shall not: Make any rule regulating the advertising or promotion of any listing (Interpretations No. 6 and No. 26).
11. MLS shall not: Prohibit, or discourage a Member from accepting a listing from a seller (owner) preferring to give "office exclusive."
12. MLS shall not: Adopt any rule denying a listing Member from controlling the posting of "sold" signs.
13. MLS shall not: Reject any exclusive listing submitted by a Member on the basis of the quality or price of the listing.
14. MLS shall not: Adopt rules authorizing the modification or change of any listing without the express written permission of the listing Member.
15. **Relates to Official Interpretation No. 6.*

As used herein, the word "rule" shall include "rules," "regulations," "procedures," "policies," and "practices."

As used herein, Multiple Listing Service shall mean a Multiple Listing Service Committee of a Board of REALTORS[®] and a separately incorporated Multiple Listing Service affiliated with and owned by a Board of REALTORS[®].

REALTORS[®] who are Members of a Multiple Listing Service, which is not affiliated with or owned by a Board of REALTORS[®], shall not recognize or adhere to any Multiple Listing Service rule which is contrary to this policy.

The foregoing policy prohibitions shall be subject to and limited by any applicable governmental statute, ordinance or regulation, to any agreement entered into by the Multiple Listing Service or Board of REALTORS[®] and an agency of Government, and to any final decree of court or administrative agency.

It shall be the duty and obligation of all Boards of REALTORS[®] and Multiple Listing Services owned by or affiliated with Boards of REALTORS[®] to examine their Rules and Regulations to assure that they conform to this policy. Boards failing to bring their rules into conformity with or failing to adhere to this policy shall be required to show cause why their charters shall not be revoked.

OTHER STATEMENTS OF NATIONAL ASSOCIATION OF REALTORS[®] (NAR) MLS POLICY

Compliance with State Law by Board and MLS

The multiple listing policy of the National Association of REALTORS® shall in no instance be interpreted as requiring any constituent Member Board of Board Member to adopt or follow any policy which would contravene law applicable to such Member Board of Board Member.

Agency

In the Multiple Listing Service of a Board of REALTORS®, the cooperating broker in a cooperative real estate transaction is the subagent of the listing broker, the agent of the buyer, or is acting in another recognized agency or non-agency capacity. Such relationships must be fully disclosed to all parties to the contract and to all brokers involved. (Amended 11/96)

Board and MLS Compliance with NAR Policy

Those Boards or Multiple Listing Services found by the National Association to be operating under bylaws or rules and regulations not approved by the National Association are not entitled to errors and omissions insurance coverage and their charters are subject to review and revocation.

Appropriate Procedures for Enforcement of Rules and Regulations

In any instance where a Participant in a Board Multiple Listing Service is charged with violation of the MLS bylaws or rules and regulations of the Service, and such charge does not include alleged violations of the Code of Ethics or the Standards of Conduct for MLS Participants, or a request for arbitration, it may be administratively considered and determined by the MLS governing committee or MLS Board of Directors. If a violation is determined, the committee or MLS Board of Directors may direct the imposition of sanction, provided that the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board. If the Participant refuses to accept any sanction or discipline proposed, the circumstances and the discipline proposed shall be appealed to the Board of Directors of the Board of REALTORS® which shall, if it deems the finding of violation proper and the sanction appropriate to the offense, delay the effective date of sanction until final entry by a court of competent jurisdiction in a suit filed by the Board for declaratory relief, except in those states where declaratory relief is not available, declaring that the disciplinary action and proposed sanction violates no rights of the Multiple Listing Service Participant. If the MLS Committee has a procedure established to conduct hearings, the decision of the MLS Committee may be appealed to the Board of Directors of the Board of REALTORS®. If a separately incorporated MLS has an established procedure for the conduct of hearings, the decisions of the hearing tribunal can be appealed to the Board of Directors of the MLS. (2/1998)

Multiple Listing Policy Information Specifying the Compensation on Each Listing Filed With a Multiple Listing Service of a Board of REALTORS®

In filing a property with the Multiple Listing Service of a Board of REALTORS®, the Participant makes a blanket unilateral offer of compensation to the other MLS Participants and shall therefore specify on each listing filed with the Service the compensation being offered by the listing broker to the other MLS Participants. This is necessary because the cooperating Participant has a right to know what his compensation shall be prior to commencing his endeavor to sell.* (Revised 11/96)

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

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on his listings as published by the MLS, provided the listing broker informs the other broker in writing in advance of their producing an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 11/95)

While offers of compensation made by listing brokers to cooperating brokers through MLS are unconditional (except where MLS rules create specific exceptions as specified elsewhere in this policy statement), a listing broker's obligation to compensate a cooperating broker who was the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration Hearing Panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98)

Information Related to Listings of Commercial and Industrial Property

In view of the fact that a Multiple Listing Service is defined as a means by which a Participant makes a blanket unilateral offer of compensation to the other Participants and is a facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public, it is essential that the compensation being offered by the listing broker be clearly indicated with regard to each listing submitted to a Board MLS. This requirement is applicable to any type of listing that is submitted to any MLS owned and operated by a Board of REALTORS®. This does not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on his listing as published by the MLS, provided the listing broker informs the other broker in writing in advance and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. (Amended 11/96)

A Board or Board MLS may also publish a compilation of commercial and industrial properties listed with Board or MLS Members so that prospective cooperating brokers will have the opportunity to contact the listing broker to learn the terms of any cooperative relationship the listing broker wishes to establish. Such a mechanism is not

a Multiple Listing Service. If a Member Board or Board MLS provides this type of informational function (commonly referred to as a Commercial Information Exchange or CIE) to its Members, it shall not publish either the total commission negotiated between the listing broker and the seller or any offers of compensation to cooperating brokers. If a relationship is established between the listing broker and a prospective cooperating broker, it is strongly recommended that the terms and conditions be established in writing prior to the time the cooperating broker commences any efforts to produce a prospective purchaser or lessee. None of the foregoing is intended to preclude a CIE from providing, as a matter of local determination, access to information from CIE compilations to affiliate members of Boards or to others engaged in recognized fields of real estate practice or in related fields.

(Revised 11/97)

NAR Mandated Notice to Members and Participants of Paul Bunyan Board of REALTORS® and Paul Bunyan MLS, Inc.:

Under the long established policy of Paul Bunyan Board of REALTORS® and its Multiple Listing Service, Paul Bunyan MLS, Inc., Michigan Association of REALTORS® and the NATIONAL ASSOCIATION OF REALTORS®:

1. The broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement.
2. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.
(Amended 4/92)

Please refer to Paul Bunyan MLS policies and procedures for additional information.