

Aiken Board of REALTORS®
MLS Rules and Regulations for Rental Property
February 2010

All members will adhere to all Rules and Regulations set forth by the Board of Realtors and the MLS. These Rules are to be an addition to the MLS Rules.

Rental Property:

Section 1 : Rental Procedures: Rentals of real or personal property of the following types which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the Aiken Board of Realtors, and are taken by Participants on Aiken MLS current/standard forms accepted by the Service shall be entered into the Multiple Listing system within 72 hours after all necessary signatures of owner(s) have been obtained. (a) Single family homes (b) Vacant lots and acreage (c) Multi-family residential buildings (d) Commercial land or buildings

Note 1: The Multiple Listing Service does not require listings to be on a specific rental form. However, the Multiple Listing Service, through its legal counsel may reserve the right to refuse to accept a rental which fails to adequately protect the interests of the public and the participants.

2. May assure that no rentals filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (lessee or lessor). The Multiple Listing Service shall accept rentals which make it possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as subagents. The property management agreement must include the lessors written authorization to submit the agreement to the Multiple Listing Service. Rentals submitted to the Multiple Listing Service authorizes the managing broker to cooperate with and to compensate other brokers.
3. **Rental Procedures** The Multiple Listing Service does not regulate the type of management agreement its Members may take. This does not mean that a Multiple Listing Service must accept every type of management agreement. 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.

Section 1a - Rentals Subject to Rules and Regulations of the Service: Any Rental 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 lessor(s).

Section 1b- Detail on Rentals Filed with the Service: Listings when filed with the Multiple Listing Service by the listing broker shall be complete in every detail, which is ascertainable as specified on the mini-list input sheet. (Please see listing criteria)

Section 1c - Change of Status of Rentals: Any change in listed price or other change in the original rental agreement shall be made only when authorized in writing by the lessor and shall be updated in the MLS system within seventy-two (72) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the managing broker.

Section 1d - Withdrawal of Rentals Prior to Expiration: Rental of property may be withdrawn from the Multiple Listing Service by the managing broker before the expiration date of the management agreement. Lessors do not have the unilateral right to require an MLS to withdraw a listing without the managing broker's concurrence. However, when a lessor can document that his or her exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the lessor.

Section 1e – Rental Price Specified: The full monthly lease price stated in the management agreement contract will be included in the information published in the MLS compilation of current

listings.

Section 1f- No Control of Commission Rates or Fees Charged by 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 1g – Expiration of Rental: Rentals filed with the Multiple Listing Service will automatically be removed from the compilation of current rentals on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. Rentals may receive a new MLS number after the expiration date has occurred.

Section 1h- Termination Date on Rentals: Rentals filed with the Service shall bear a definite and final termination date 90 days from the day entered into system.

Section 1i - Rentals 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 rentals in the MLS compilation of current rental 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.

Leasing Procedures

Section 2 - Showings and Negotiations: Appointments for showings and negotiations with the owner for the rental property filed with the Multiple Listing Service shall be conducted through the rental broker.

Section 2a - Presentation of Offers: The managing broker must make arrangements to present the rental offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

Section 2b - Right of Cooperating Broker in Presentation of Offer: The cooperating broker or his representative has the right to participate in the presentation to the lessor of any offer he secures to lease. He does not have the right to be present at any discussion or evaluation of that offer by the owner and the managing broker. However, if the lessor gives written instructions to the managing 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 owners written instructions. None of the foregoing diminishes the managing broker's right to control the establishment of appointments for such presentations.

Section 2c - Right of Rental Broker in Presentation of Counter-Offer: The managing broker or his representative has the right to participate in the presentation of any counter-offer made by the lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the lessee (except when the cooperating broker is a subagent). However, if the lessee gives written instructions to the cooperating broker that the managing broker not be present when a counter-offer is presented, the listing managing has the right to a copy of the lessee's written instructions.

Section 2d - Reporting Leases to the Service: Status changes, including leases, shall be reported to the Multiple Listing Service by the listing broker within 72 hours after they have occurred.

Section 2e - Advertising of Rentals Filed with the Service: A rentals shall not be advertised by any Participant other than the managing broker without the prior consent of the managing broker.

Section 2f – Availability of Rental Property: Managing brokers shall not misrepresent the availability of access to show or inspect rental property.

Refusal to Lease

Section 3 - Refusal to Lease: If the lessor 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.

Commissions

Section 4 - Compensation Specified on Each Rental: The managing broker shall specify, on each rental filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the lease 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 or lease, or as otherwise provided for in this rule. The managing broker's obligation to compensate any cooperating broker as the procuring cause of lease may be excused if it is determined through arbitration that, through no fault of the managing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the managing 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 managing broker to collect some or all of the commission established in the management agreement; at what point in the transaction did the managing broker know (or should have known) that some or all of the commission established in the management agreement might not be paid; and how promptly had the managing broker communicated to cooperating brokers that the commission established in the management agreement might not be paid. In filing a property with the Multiple Listing Service of a Board of REALTORS®, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to lessor. The managing broker retains the right to determine the amount of compensation offered to other Participants which may be the same or different. This shall not preclude the managing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the managing broker informs the other broker, in writing, in advance of his producing an offer to lease, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross amount of lease price for monthly rent or length of term of the lease if less than one month or as a flat dollar amount.

Note 1: The Board Multiple Listing Service shall not have a rule requiring the managing broker to disclose the amount of total negotiated commission in his rental contract, and the Board Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Board Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the managing broker.

Note 2: 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 managing broker.

Note 3: 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.

Note 4: When Participants/licenses are distributing MLS detail sheets to clients/customers, they must use the Client Detail sheets and are not authorized to distribute information such as compensation, type of listing, lessors's name, phone number or e-mail address and private remarks. In addition, agents are not authorized to distribute expired or withdrawn listings to customers or clients in any form.

Note 5: Dual or Variable Rate Commission Arrangements: The existence of a dual or variable rate commission arrangement (i.e., one in which the landlord agrees to pay a specified commission if the property is leased by the managing broker without assistance and a different commission if the lease results through the efforts of a cooperating broker; or one in which the landlord agrees to pay a specified commission if the property is leased by the listing broker with or without the assistance of a cooperating broker and a different commission if the lease results through the efforts of a landlord) shall be disclosed by the managing broker in the private remarks section of the MLS by a key, code or symbol as required by the MLS. The managing 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 lease that results through the efforts of the landlord. If the

cooperating broker is a tenant representative, the tenant representative must disclose such information to their client before the client makes an offer to lease.

Compliance with Rules

Section 5- Compliance with Rules - Authority to Impose Discipline By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. See section 7 of MLS rules.

Use of MLS Information Section 6 - Limitations on Use of MLS Information: Use of information from MLS compilation of current rental information, from the Board's statistical report, or from any leased 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 such claims are based and must include the following, or substantially similar, notice: Based on information from the Board/Association of REALTORS (alternatively, from the Aiken MLS) for the period (date) through (date).