



Policy Manual

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Table of Contents

VIOLATION POLICIES	8
Section 1. Reporting a Violation	8
Section 2. Summary of Violations and Fine Amounts	8
Section 3. Fines	10
Section 4. Responsibility for Violations and Fines	10
Section 5. Non-Payment Results in IMLS Suspension	11
Section 6. Notice of Violation	11
Section 7. Calculation of Time Periods	11
Section 8. Due Date For Payment of Fines	11
Section 9. Multiple Violations	11
Section 10. Right to Dispute Notice of Violation and Fine Assessment	11
BILLING AND REFUND POLICY	12
Section 1. Participant Application	12
Section 2. Quarterly Billing for IMLS Services	12
Section 3. Payment Process	12
Section 4. Late Payments	12
Section 5. Refund Policy	13
COLLECTION OF PAST DUE ACCOUNTS	13
Section 1. Inactive/Terminated Status	13
DECLINED FUNDS POLICY	13
Section 1. Current Account Balance	13

Section 2. Declined Funds Causes Account Delinquency	13
Section 3. Multiple Declined Funds	14
IMLS WAIVER POLICY	14
Section 1. Exemption Defined	14
Section 2. Waiver Application Process	14
Section 3. Review Process	14
Section 4. Quarterly Fee Refunds/Credits	14
Section 5. Waiver Processing Fee	14
Section 6. Waiver Period	15
Section 7. Conditions of Waiver	15
Section 8. Violations	15
IMLS CONTENT USE AND LICENSE POLICY	15
Section 1. Listing Content access and licensing limited to uses permitted by IMLS policy.	15
Section 2. IMLS responsibility for protecting Listing Content.	15
Section 3. Uses by Participants for Internet display (IDX/VOW)	16
Section 4. Uses by third parties or Participants to deliver services to Participants.	16
Section 5. Participant non-core uses including other Participants' listings.	16
Section 6. Participant uses of other Participants' listings inconsistent with IMLS rules.	17
Section 7. IMLS Content displayed on public search engines.	17
Section 8. IMLS structured access with listing Participant permission.	17
Section 9. Distribution to third parties at listing Participant direction.	17
Section 10. Process for requests not falling inside the policies.	18
Section 11. Standard agreements.	18
Section 12. Periodic reviews.	18

IMLS STAFF AUTHORIZATION TO CHANGE LISTINGS	18
Section 1. Additional Guidelines	18
Section 2. Deletion of Listings	19
LISTING POLICIES	19
Section 1. Property Classes Defined	19
Section 2. Active and Available for Showing	21
Section 3. Disclosure of Variable Rate Compensation Calculation	21
Section 4. Relisting & CDOM	21
Section 5. Room Definition	22
Section 6. Photo Policy	22
Section 7. Listing & Closing in Multiple Classes	22
LISTING REMARKS POLICIES AND GUIDELINES	22
Section 1. Remarks Sections Defined	22
Section 2. Remarks Policies	23
Section 3. Additional Guidelines and Rules	23
Section 4. Violations of Rule or Policy: Subject to Current Violation Policy	23
POLICY ON PROPER REPORTING OF CLOSED TRANSACTIONS	23
Section 1. Definitions	23
Section 2. Routine Reporting of Closed Transactions	23
Section 3. Listings Previously Withheld from Publication	24
Section 4. Unpublished Sold Filed Previously as Office Exclusive	24
Section 5. Reporting of Sales when One Party was a Non-Participant and/or Subscriber Licensee	24
Section 6. Reporting Closed Transactions with NO Participant and/or Subscriber Representation	24
IMLS ORIENTATION POLICY	24

Section 1. Who Must Attend	25
Section 2. Who May Attend	25
Section 3. Penalty for Not Attending	25
Section 4. Reactivation of Services	25
Section 5. Right to a Hearing	25
Section 6. Cost for Orientation Session	25
Section 7. Frequency and Location of Orientation Sessions	25
ACCESS POLICY FOR ADMINS, ASSISTANTS AND APPRAISER TRAINEES	26
Section 1. Limited Subscriber Defined	26
Section 2. Admin Login Defined	26
Section 3. Request Process	26
Section 4. Admin Levels Available	26
Section 5. Appraiser Trainee	26
Section 6. Prohibitions	26
Section 7. Responsible Party	26
Section 8. Changes in Employees	27
Section 9. Employee Terminations	27
Section 10. Fees	27
Section 11. Violations	27
Section 12. Employing Participant or Agent Status and Office Affiliation	27
USE OF CONTACT INFORMATION FROM THE IMLS	27
Section 1. Contact Information Defined	27
Section 2. For Internal Use Only	27
Section 3. Violations	27

POLICY ON USE OF STATISTICAL RANKING REPORTS	27
Section 1. Ranking Reports Defined	27
Section 2. For Participant and/or Subscriber Use Only	28
Section 3. Participant and/or Subscriber Privacy	28
Section 4. Violations	28
VIRTUAL TOUR POLICY	28
Section 1. Virtual Tour Defined	28
Section 2. Violations	28
OPEN HOUSE POLICY	28
Section 1.	28
Section 2.	29
CUTTING OFF LOCKBOX POLICY	29
RESIDENTIAL DATA INPUT FORM INSTRUCTIONS	30
LAND DATA INPUT FORM INSTRUCTIONS	37
RESIDENTIAL INCOME DATA INPUT FORM INSTRUCTIONS	42
FARM AND RANCH DATA INPUT FORM INSTRUCTIONS	48
BUSINESS/ COMMERCIAL DATA INPUT FORM INSTRUCTIONS	53
GLOSSARY	57

VIOLATION POLICIES

To ensure the integrity of the IMLS and the IMLS database, this Violation Policy has been established in accordance with the IMLS Rules & Regulations. Fines will be issued in accordance with this policy, subject to change upon approval of the IMLS Board of Directors. This policy is not all-inclusive, does not reflect violations of the Code of Ethics, and does not replace Professional Standards Enforcement through your local Association of REALTORS®. The IMLS Board of Directors understands that the IMLS database is an integral part of your day-to-day business and has instituted this Violation Policy to make a focused effort to increase the accuracy and protect the integrity of the IMLS.

Section 1. Reporting a Violation

1.1 How Violations Originate

- Reported to IMLS Staff
- Random checks of the database via our Compliance Checking Software
- Result of listing audit. IMLS Rules/Regulations allow IMLS staff to request copies of listing forms and change orders.

1.2 Reporting Violations

- Fax a copy of the listing in question to IMLS staff
- Use the “Correction” option in Paragon to send an email to IMLS staff

1.3 Required Information When Reporting

- Name and office of the alleged Responsible Agent
- Nature of the violation (be as specific as possible, i.e., when it occurred, the MLS #, etc.).

Section 2. Summary of Violations and Fine Amounts

Compliance Checking

2.1 Process. When a violation is reported, IMLS staff will email or phone a Notice of Violation-Warning to the responsible subscriber and/or email a copy of the Notice to the responsible Participant. Notifications are sent email (if current email address is available). If the violation is not corrected within 10 business days of the Receipt Date of the Notice of Violation-Warning, a **Notice of Violation and Fine Assessment** will be sent to the subscriber and his/her Participant. The notification will include the amount of the fine. See the IMLS Violation Chart for a complete overview of the fine amounts.

2.2 Level 1 Fine Calculation. If uncorrected within 10 business days of original notification, the amount for a Level 1 fine will be \$100. Where applicable, the 2nd offense will be \$250 and the 3rd offense will be \$500

2.3 Level 2 Fine Calculation. If uncorrected within three business days of original notification, the amount for a Level 2 fine will be \$250.

2.4 Level 3 Fine Calculation. If uncorrected within three business days of original notification, the amount for a Level 3 fine will be \$500.

2.5 With substantiated proof, sharing user name and password is automatically \$5000 plus automatic 3 month suspension.

Violations – Level 1	1 st Offense	2 nd	3 rd
Failure to Enter New Listings by the Next Business Day	\$100		
Failure to Report Status Changes by the Next Business Day	\$100		
Failure to Report Sold by the Next Business Day	\$100		

No Front Photo within 1 Business Day – Residential Class Only (Excludes To Be Built and Under Construction Listings)	\$100 if not corrected		
Failure to Update Proposed Closing Date	\$100 if not corrected		
Property Class Duplication (ie. same property listed in Residential and Residential w/Acreage)	\$100 and correction by IMLS		
Photos containing contact or marketing information	\$100 and correction by IMLS		
Contact or Personal Party Marketing Information in Public Remarks	\$100 and correction by IMLS		
Branded Virtual Tour in Unbranded Virtual Tour Field	\$100 and correction by IMLS		
Third Party Marketing in any field except Agent Remarks	\$100 and correction by IMLS		
Inaccurate Information on Listings	\$100 and correction by IMLS		
Manipulating Listing Data to Avoid CDOM or Property History	\$100 and correction by IMLS	\$250	\$500
Cancelling and Relisting as “New” in under 30 days (same office)	\$100 and correction by IMLS	\$250	\$500
Distributing IMLS Confidential Information (defined in section 12.3 of IMLS Rules & Regs)	\$100	\$250	\$500
Failure to Submit Terms of Contingencies	\$100		
Using another agent’s or office’s photos, digital images, virtual tours or sketches to promote a new/active listing without written permission.	\$100		
	\$100	\$250	\$500
Changing or removing listing information upon a status change.	\$100	\$250	\$500
Violations – Level 2			
Inappropriate or Unprofessional Use of Remarks	\$250 and correction by IMLS		
Violations – Level 3			
Failure to submit Waiver of Benefits Form when required.	\$500	\$750	\$1000
Reporting Inaccurate Sales Price	\$500 and correction by IMLS		
Cancelling, Withdrawing or Expiring a Sold Listing	\$500 and correction by IMLS		
Failing to Receive Paperwork to Justify Sold Price 45% above or below Original Price in 3 Business Days	\$500		
Unauthorized Use of IMLS Waiver (agent/broker)	\$500 and broker assessed \$22/mo for agent		
Unauthorized Use of IMLS (assistant)	\$500		
Unauthorized Use of Supra Key	\$500		
Exporting IMLS Data for Unauthorized Use	\$500		
Showing Property while in TOM status	\$500		
Violation of IDX Rules	\$500		
Violations – Level 4			
Sharing User Name and Password	\$5000 and 3 month suspension/automatic review		

Section 3. Fines

Level 1 - \$100

- 3.1. Failure to Enter a New Listing by the Next Business Day after the commencement date of the agreement.
- 3.2. Failure to Report Status Changes by the Next Business Day
- 3.3. Failure to Report Sold Listing by the Next Business Day
- 3.4. No Front Photo within 10 Business Days – Residential Class Only (Excludes To Be Built and Under Construction Listings)
- 3.5. Failure to Update Proposed Closing Date
- 3.6 *Property Class Duplication (ie. same property listed in Residential and Residential w/Acreage)*
- 3.7 *Photos containing contact or marketing information*
- 3.8 *Contact or Personal Party Marketing Information in Public Remarks*
- 3.9 *Branded Virtual Tour in Unbranded Virtual Tour Field*
- 3.10 *Third Party Marketing in Any Field of IMLS*
- 3.11 *Inaccurate Information on Listings*
- 3.12 *Manipulating Listing Data to Avoid CDOM or Property History 2nd Offense - \$250, 3rd Offense - \$500*
- 3.13 *Cancelling and Relisting as “New” in 30 days or under (same office) 2nd Offense - \$250, 3rd Offense - \$500*
- 3.14 *Distributing IMLS Confidential Information (defined in section 12.3 of IMLS Rules & Regs) 2nd Offense - \$250, 3rd Offense - \$500*
- 3.15 *Failure to Submit Terms of Contingencies*
- 3.16 *Using another agent’s or office’s photos, digital images, virtual tours or sketches to promote a new/active listing without written permission.*
- 3.17 *Failure to submit a Waiver of Benefits form when required.*
- 3.18 *Changing or removing information from a listing upon a status change.*

Level 2 - \$250

- 3.17 *Inappropriate or Unprofessional Use of Remarks*

Level 3 - \$500

- 3.18 *Reporting Inaccurate Sales Price*
- 3.19 *Cancelling, Withdrawing or Expiring a Sold Listing*
- 3.20 *Failing to Receive Paperwork to Justify Sold Price 45% above or below Original Price in 3 Business Days*
- 3.21 *Unauthorized Use of IMLS (agent/broker)*
- 3.22 *Unauthorized Use of IMLS (assistant)*
- 3.23 *Unauthorized Use of Supra Key*
- 3.24 *Exporting IMLS Data for Unauthorized Use*
- 3.25 *Showing Property While in TOM Status*
- 3.25 *Violation of IDX Rules*

Level 4 - \$5000

- 3.26 *Sharing Username and Password*

NOTE: The above are examples only and may not be inclusive of all possible violations

Section 4. Responsibility for Violations and Fines

The violating Participant and/or Subscriber shall have initial responsibility for correcting the Violation and paying all fines. If the violator is a clerical user or unlicensed assistant for a

Participant and/or Subscriber, the responsible Participant and/or Subscriber shall be responsible for payment of all fines.

Section 5. Non-Payment Results in IMLS Suspension

Failure to pay a fine in accordance with current IMLS billing policies (unless an administrative review or a hearing is requested as set forth below) will result in suspension of IMLS services of the responsible Participant and/or Subscriber. Payment of the fine and the service re-activation fee will be required before IMLS services will be reinstated.

Section 6. Notice of Violation

For purposes of this Policy, **Notice of Violation-Warnings** and **Notice of Fine Assessments** will be sent to the subscriber with a copy of the notice to the responsible Participant. Notifications are sent via email.

Section 7. Calculation of Time Periods

7.1 Receipt of Notices. Receipt of a notification sent by IMLS to a Participant and/or Subscriber and/or broker will be presumed received on the date emailed. Final dates for receipt of replies from the Participant and/or Subscriber or broker will be included in all correspondence from IMLS.

7.2 Initial Notification and Response. In calculating time periods, the time to submit a response is based on business days (weekends and holidays excluded). Calculation of time begins on the day of notification.

Section 8. Due Date For Payment of Fines

Payment of Fines will be in accordance with IMLS billing policies. Billing of a fine to a subscriber's account will not occur until 30 days after the initial violation and fine notice was sent to allow for the responsible Participant and/or Subscriber to submit a request for Waiver.

Section 9. Multiple Violations

If a Notice of Violation and Fine Assessment includes multiple violations, fines will be assessed on a per notice basis.

Section 10. Right to Dispute Notice of Violation and Fine Assessment

All Participant and/or Subscribers have the right to request a Waiver of any Violation/Fine issued. Should the Waiver be denied, the Participant and/or Subscriber shall then be notified of his/her right to a hearing. The Hearing and Appeal processes will be conducted in accordance with the National Association of REALTORS® Code of Ethics and Arbitration Manual (COEAM). Maximum penalties and additional sanctions that may be added during the hearing process are also in accordance with the (COEAM) and the Multiple Listing Service Handbook.

10.1 Initial Request for Waiver. Requests for Waiver must be submitted in writing within ten days of the date that the first violation notice was issued. Required corrections must be made prior to requesting a waiver of a fine.

10.2 IMLS Waiver Review. IMLS will review the request and respond with a decision within ten (10) calendar days of receipt of the waiver request. If the request for waiver is denied, all Participants and Subscribers may request a hearing.

10.3 Requesting a Hearing. The Participant and/or Subscriber will have twenty (20) calendar days from the date on the waiver denial notification to request a hearing. Requests for a hearing must be made in writing and be accompanied by all required forms, including all documentation for review at the hearing. A request for Hearing will not be considered "received" until all required information is complete and properly signed (if applicable).

10.4 Receipt of Documentation. Receipt of documentation or correspondence sent by IMLS to a Participant and/or Subscriber and/or broker will be presumed received on the date mailed, faxed or emailed. Final dates for receipt of replies will be included in all correspondence.

10.5 Decision of Hearing Panel. The responsible Participant and/or Subscriber and/or Participant will be notified of the results of the Hearing within 10 calendar days of the final decision of the Hearing Panel. Hearing Panel decision will include information on the Participant and/or Subscriber's right to appeal the decision based on due process and proper procedures. If an appeal is not filed within the required time frame, the decision of the Hearing Panel will be final.

10.6 Right to Appeal the Decision of the Hearing Panel. Upon notification of the decision of a Hearing Panel, the Participant and/or Subscriber shall have the right to appeal the decision based only on "Due Process" as defined in the National Association of REALTORS® Code of Ethics and Arbitration Manual (COEAM). A request for appeal must be filed within twenty (20) calendar days of the date on the decision of the Hearing Panel. Appeals will be referred to the Participant and/or Subscriber's local association. If the Participant and/or Subscriber is a "Non-Member", the appeal request will be referred to the shareholder association. Participant and/or Subscribers requesting an appeal through their local association, or a Non-Member Participant and/or Subscriber who is referred to a shareholder association will be subject to payment of any processing fees charged for the procedure.

Billing and Refund Policy

Section 1. Participant Application

Participants will pay a onetime participation fee for every unique brokerage opened. The participation fee will remain with that brokerage through Participant change or name change.

Section 2. Quarterly Billing for IMLS Services

Subscribers will be billed quarterly for the upcoming quarter's IMLS fees and in arrears for purchases made throughout the current quarter. The statement will also include any billing for training classes or any other products and services, if applicable. Participants and/or Subscribers who become part of IMLS after the quarterly statements have been emailed and before the 15th of the month will be billed for the current quarter on their next statement if payment is not submitted with application.

Section 3. Payment Process

Payments on account are due within 30 days of billing and considered delinquent at 5:00 p.m. on the payment date noted on the quarterly statement. Participant and/or Subscribers may pay their bill online via credit card or telecheck. Payments may also be mailed (except cash), phoned in (credit cards) or brought to the IMLS office during regular business hours.

Section 4. Late Payments

Payments must be received at the IMLS office by 5:00 p.m. on the payment date noted on the quarterly statement or services will be suspended and the Participant notified (if applicable). A re-activation fee of \$25 will be assessed. IMLS and Lockbox access will be reinstated upon receipt of account balance and a \$25 re-activation fee. If Subscriber does not bring their account current within 14 days of the payment date noted on their quarterly statement, the Participant will be required to bring the Subscriber's account current or terminate the subscriber from their office and inactivate their license with the real estate commission. If no action is

taken by the Participant within three business days, the Participant's office will be suspended. All delinquent accounts may be sent forward for collection.

Section 5. Refund Policy

A. Terminated Participant and/or Subscribers: There will be no refunds for quarterly IMLS fees.

B. Active Participant and/or Subscribers:

- i. Errors on Billing: If IMLS erroneously bills a Participant and/or Subscriber, a credit will be applied to their account and will appear on the next quarterly statement.
- ii. Training Sessions: Refunds will be given for pre-paid registrations if cancellation is received in accordance with the posted refund policy for that session.

C. IMLS Applicants:

- i. IMLS Participant: If an application from a Participant is withdrawn in writing within 72 hours of submission and the IMLS system has not been accessed, the Participant fee will be refunded but the application and quarterly fees will be retained by IMLS to defray the administrative costs of establishing the office and Participant and/or Subscriber records.
- ii. Subscriber: Subscribers will not be eligible for any refunds on quarterly fees paid.

Collection of Past Due Accounts

Section 1. Inactive/Terminated Status

Former Participants and Subscribers who are no longer active in the IMLS with a past due account balance may be sent to collection.

A. If, after 30 days from termination, the account is still delinquent, a certified letter will be sent requiring payment within 30 days or account will be referred for collection. If still unpaid on the final due date, the account will automatically be sent to collection. In addition, a notation will be made in the former Participant and/or Subscriber's file indicating that the previous balance due and any applicable re-activation fees must be paid prior to reinstating IMLS Participant and/or Subscribership at any time in the future.

Declined Funds Policy

Section 1. Current Account Balance

A. IMLS shall charge a service charge for insufficient funds. The service charge amount shall be \$25.

B. In the event of a declined credit/debit card or returned check, Participant and/or Subscriber must make the funds good, plus the service charge within 10 business days.

Section 2. Declined Funds Causes Account Delinquency

A. In the event of a declined credit/debit card or returned check on a Participant or Subscriber account which is on notice as delinquent, IMLS services (if applicable) shall be suspended immediately upon notice of the insufficient funds and reactivation fees will be assessed \$25 plus the service charge. The account will be processed as a delinquent account in accordance with IMLS billing policies.

Section 3. Multiple Declined Funds

A. If a Participant or Subscriber has two declined credit/debit cards or returned checks within a 12-month period, the Participant and/or Subscriber account shall be on a cash basis for a one-year period.

IMLS Waiver Policy

Section 1. Exemption Defined

In accordance with IMLS Rules and Regulations, Section 6, Service Charges, exemptions from monthly fees may be granted if a licensee specializes in certain areas of real estate or fall outside the IMLS Market area defined by Ada, Blaine, Boise, Camas, Canyon, Cassia, Elmore, Gem, Gooding, Jerome, Lincoln, Malheur, Minidoka, Owyhee, Payette, Twin Falls and Washington Counties. All reasons outside of those outlined in the IMLS Waiver Agreement will be reviewed by IMLS.

Section 2. Waiver Application Process

A IMLS waiver form must be submitted in writing, on the IMLS approved form, and must be signed by both the agent requesting the exemption and his/her broker.

Section 3. Review Process

IMLS staff will review each request for exemption to determine eligibility. Eligibility will be based on the accepted criteria as outlined above. Additionally, the applying agent may not have a lockbox key and may not have any active or pending listings in the IMLS system under his/her name as listing agent or as a contact.

A. Approval: If the applying agent meets the criteria as outlined above, and at the time of review does not have a lockbox key or any active or pending listings, the exemption will be granted administratively for the time between approval and the next annual renewal period.

B. Subject To: If the applying agent meets the criteria as outlined above but has a lockbox key and/or active or pending listings, the exemption will be subject to documentation of the return of the lockbox key, and/or transfer of the listings to another agent in his/her firm. The exemption will not be effective until IMLS receives documentation from the agent or his/her broker that the necessary lockbox key and/or transfer of listings has been completed.

C. Denial: If the applying agent does not meet the criteria as outlined above, the exemption will be denied.

Section 4. Quarterly Fee Refunds/Credits

A. If a waiver is granted subject to either return of a key and/or transfer of listings, the waiver will not go into effect until the requirements are met. There will be no credit or refunds for prepaid quarterly dues. Fee exemptions and associated credits will not be retroactive beyond the current month (as noted above) unless a written request has been submitted to and approved by IMLS.

Section 5. Waiver Processing Fee

The Designated REALTOR® will be billed a one-time application fee of \$75 for each approved individual waiver of his/her licensees.

Section 6. Waiver Period

Initial waiver will be granted from the date of approval through the next annual renewal period. Waiver renewals will be for a one year period subject to receipt of certification from the Participant that the agent still qualifies for waiver. If the renewal waiver form is not received within the renewal period, the waiver will be cancelled and billing for monthly IMLS fees will resume for that agent. No credits will be given for quarterly fees billed on late renewals.

Section 7. Conditions of Waiver

Once approved for a waiver from payment of IMLS fees, the exempt Participant and/or Subscriber may not use the services of the IMLS in any way, including but not limited to: any form of access to the IMLS system, waived name appearing anywhere on a listing in the IMLS and any use of the lockbox system to access properties.

Section 8. Violations

Should the conditions of a waiver be violated, the waiver will be automatically revoked and retro-active fees may be billed. Additionally, a fine may be assessed.

IMLS Content Use and License Policy

Section 1. Listing Content access and licensing limited to uses permitted by IMLS policy.

The Intermountain IMLS ("IMLS") complies with applicable laws and with the multiple listing policies of the National Association of REALTORS® ("NAR") as set forth in the NAR Handbook on Multiple Listing Policy. NAR's Internet Data Exchange ("IDX") policies require IMLS to provide limited Listing Content access and licensing to IMLS Participants under certain circumstances; but these are the only circumstances under which IMLS can be compelled to license or provide access to the IMLS Listing Content or Participant and/or Subscribership information. Furthermore, such licenses and accesses are still subject to all of the IMLS's other policies, including standard licensing and access agreements, which are left to local control by NAR policy. Except as expressly required in the NAR policies or by applicable law, therefore, IMLS shall provide access to and license IMLS listing and Participant and/or Subscribership Listing Content only where consistent with these policies.

Section 2. IMLS responsibility for protecting Listing Content.

IMLS is responsible for licensing and protecting intellectual property rights in the database Content relating to listings on behalf of the listing Participant. IMLS will achieve this objective by taking all the following steps:

- Obtaining licenses from Participants, Subscribers and third parties that contribute Listing Content relating to listings.
- Granting a broad license to listing Participants to use Content relating to their own listings.
- Granting a narrow license to all IMLS Participants to use the Listing Content of other Participants to the limited extent permitted by the Rules and Regulations.
- Enforcing IMLS rules relating to use of Listing Content.
- Registering the copyright in the IMLS Database with the U.S. Copyright Office.
- Aggressively pursuing copyright infringers and database pirates to the extent possible, taking into consideration IMLS's budget and staff resources.

Section 3. Uses by Participants for Internet display (IDX/VOW)

IMLS shall provide a feed of Listing Content for IDX purposes to Participant and/or Subscriber participants under the following guidelines:

- Participant and service provider (“Vendor”), if applicable, must sign an IDX or VOW Agreement and pay the applicable fee for the Content feed.
- Participant’s website must be in compliance with IMLS Rules and Regulations governing the IDX /VOW program.
- Participant in IMLS must be current at all times.
- Participant, at his/her discretion, may authorize subscribers from his/her firm to display IDX/VOW content on their respective websites and agrees to take responsibility for any potential misuse by the subscribers. IMLS will not license listing content directly to subscribers at any time. If a Participant chooses to authorize his/her subscribers to have listing content on their websites, Participant must sign the IDX/VOW Agreement on behalf of the listing agent and accept all responsibilities outlined in the agreement.
- Both the Participant and the Vendor (if applicable) are responsible for all Listing Content integrity issues arising from the Listing Content feed and must take steps to prevent the IMLS Listing Content in its custody from being pirated.

Section 4. Uses by third parties or Participants to deliver services to Participants.

A third party or Participant may use IMLS Content for purposes of delivering it back to authorized Participants and subscribers, only under the following circumstances:

- IMLS will provide access to the IMLS Content for this purpose only if the Board of Directors, in its sole discretion, determines that the service is an important one that the IMLS cannot feasibly offer on its own.
- If IMLS determines, through its own investigation and research, that the use of the Content in the proposed service will not injure the business interests of IMLS or of its other Participants.
- The Content provided will not be displayed or be made searchable on any website, public or private, except as outlined in the IDX/VOW Agreements.
- Upon meeting the above noted criteria and execution of a License Agreement.

Section 5. Participant non-core uses including other Participants’ listings.

Each Participant is entitled to receive a download of relevant portions of the IMLS Listing Content, including Listing Content of other Participants, for purposes of building in-house and back-office systems, provided all the following requirements are met:

- Only the staff and licensees of the downloading Participant for whom applicable fees have been paid to IMLS may access IMLS Listing Content.
- If the Participant wishes to receive a direct in-house feed of Listing Content, he/she must enter into a License Agreement with IMLS and pay all applicable fees.
- If Participant is using a third party service provider (“Vendor”), the Vendor must execute a License Agreement with IMLS and pay any applicable licensing fees. The Vendor must have at least one Participant as a customer prior to the execution of the License Agreement and must inform IMLS of any additional brokerages that subscribe to the Vendor’s services.
- Both the receiving Participant and the Vendor (if applicable) must take responsibility for all Listing Content integrity issues arising from the Listing Content feed and must take steps to prevent the IMLS Listing Content in its custody from being pirated.
- If Participant is not using a third party service provider (“Vendor”), the Participant must execute a License Agreement and must take responsibility for all Listing Content integrity issues arising

from the use of the Listing Content and must take steps to prevent the IMLS Listing Content in his/her custody from being pirated.

Section 6. Participant uses of other Participants' listings inconsistent with IMLS rules.

Any use of IMLS Listing Content that is not expressly authorized in these policy statements or in the Rules and Regulations is hereby prohibited.

Section 7. IMLS Content displayed on public search engines.

IMLS may from time to time enter into agreements to license Listing Content to third parties for public search and display of properties (example:realtor.com) on the Internet. These licenses shall be subject to the following:

- At the discretion of Board of Directors.
- Use of listings and listing information by IMLS for purposes other than the defined purposes of IMLS requires Participants' consent. IMLS may presume such consent provided that listing Participants are given adequate prior notice of any intended use unrelated to the defined purpose of IMLS, and given the opportunity to affirmatively withhold consent for that use.
- Participants cannot be required to transfer any rights (including intellectual property rights) in their listings or Listing Content to IMLS to obtain or maintain participatory rights, except that IMLS may require Participants to consent to storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of IMLS. IMLS may also require Participants to warrant that they have the rights in submitted information necessary to grant these rights to IMLS.
- License fees established and spent at the discretion of the IMLS.

Section 8. IMLS structured access with listing Participant permission.

IMLS may from time to time enter into agreements to license Listing Content to third parties that provide real estate related productivity products (such as Top Producer, Just Listed/Sold, ShowingTime) etc., subject to each of the following conditions:

- The Vendor must execute a License Agreement with IMLS and pay any applicable licensing fees.
- The Vendor must have at least one Participant as a customer prior to the execution of the License Agreement and must inform IMLS of any additional brokerages that subscribe to the Vendor's services.
- Both the receiving Participant and the Vendor (if applicable) must take responsibility for all Listing Content integrity issues arising from use of the Listing Content feed and must take steps to prevent the IMLS Listing Content in its custody from being pirated.

Section 9. Distribution to third parties at listing Participant direction.

The listing Participant has the right and complete freedom to use the Listing Content relating to its active and off-market inventory; to the extent possible, subject to IMLS policies, and with due consideration for operational costs, IMLS will attempt to facilitate transmission of the listing Participant's Content to recipients the listing Participant specifies. IMLS shall nonetheless impose the following conditions upon its cooperation with listing Participants in such matters:

- The requesting Participant must agree that IMLS is not liable for Listing Content accuracy or for frequency of Listing Content updates.
- IMLS will not assist in transmitting listing Participant Content to any third party that is aggregating Participant Listing Content in order to compete with the IMLS service or with some

aspect of it, or to provide Listing Content for search and display on an Internet website other than the Participant's individual website or that of its franchise site.

- Listing Participant and its third party must sign a License Agreement, which includes provisions to protect IMLS and listing Participant, and pay any applicable fees.

Section 10. Process for requests not falling inside the policies.

IMLS staff will employ the following steps when dealing with requests not falling within these policy statements:

- Find the Listing Content use or category above that most closely approximates the use being requested. Identify the key differences between the use above and the requested use.
- Determine if factors support the use being requested, if for example (a) listing Participant consent is required; (b) end-users of the Listing Content for the use will be IMLS subscribers and Participants only; (c) the use is designed to provide Listing Content for purposes of subscriber/Participant productivity and not for some other commercial purpose; and (d) if aggregated Listing Content is being made available for third party use, individual listings are not individually identifiable.
- Determine whether factors recommend against the use requested, if for example (a) end-users of the Listing Content for the use will be consumers; (b) some financial or commercial advantage will accrue to the Listing Content user (other than encouraging the sale of property listed in the service); (c) the Listing Content use requires the IMLS Listing Content to be handled by third parties; and (d) the Listing Content use requires that a whole copy or nearly a whole copy of the IMLS Database must be delivered into the hands of a third party.
- Weigh the information obtained in the previous three steps and determine whether to permit the Listing Content use.
- Based on requests that fall outside of this policy, forward possible policy updates to the IMLS Board of Directors for consideration.

Section 11. Standard agreements.

IMLS will have a standard Third Party License, IDX, Subscriber, Participant and Confidentiality agreements that will be reviewed and modified as necessary upon recommendation of staff and legal counsel.

Section 12. Periodic reviews.

IMLS Listing Content use and license policy is to be reviewed periodically and revised to take into consideration new developments.

IMLS Staff Authorization to Change Listings

Any listing that violates IMLS Rules & Regulations can be corrected by IMLS staff. Participants and/or Subscribers will be notified when a change is made to the listing. Participant and/or Subscribers who need assistance in adding a listing or making changes to an existing listing are encouraged to contact IMLS for assistance.

Section 1. Additional Guidelines

A. Correction of Original List Price (OLP). IMLS staff will correct the "original list price" if the list price was input erroneously when it was initially added to the system. The change to the OLP will only be made within 5 business days of the listing input date. A change form signed by the listing agent or broker requesting the change will be required prior to correction.

B. Staff Transfer of Listings. IMLS Staff will transfer listings from one agent to another in the same company or from one branch to another within the same firm. Listings that are moved

from one company/firm to another must be released by the current broker and accepted by the new broker in writing using the Listing Transfer Request form.

C.. Staff Input of New Listings and changes. IMLS staff will add a listing to the IMLS system at the request of the listing agent with submission of a complete listing input form that is in compliance with the Rules and Regulations. Listing agent will be billed a fee in the following amounts:

1. Listing Input w/Photo \$35
2. Listing Input w/o Photo \$25
3. All Changes \$10 per change
4. Adding Electronic Photos up to 10 \$10
5. Scanning and Adding \$10 (1st photo) \$5 per additional photo
6. Uploading Virtual Tour \$10

D. Staff Upload of Photos or Virtual Tours.. If a Participant and/or Subscriber has paid IMLS staff to input a listing, the photo/tour will be uploaded upon receipt in proper format from the listing agent, but will accept no responsibility for the photo compliance.

Section 2. Deletion of Listings

A. IMLS staff will not delete or erase a listing and its history from the IMLS system under any circumstance other than the removal of an accidental duplication or re-list that occurred within 5 business days of the original listing input or as determined by IMLS Administration. Requests for deletion must be submitted on a change form signed by either the listing agent and broker, or the listing broker and will be reviewed by IMLS Staff.

Listing Policies

Section 1. Property Classes Defined

Residential

The following are the property definitions adopted by the IMLS for use in defining property types within the Residential Class.

Single Family - A stick/site/manufactured/modular built home with no common (or shared) exterior walls on a single parcel of less than one acre on foundation.

Single Family with Acreage - A stick/site/manufactured/modular built home with no common (or shared) exterior walls on one or more parcels of land totaling one acre or more on foundation.

Condo - A single dwelling with or without shared (attached) walls where no individual lot ownership exists. Unit number rather than lot and block define legal descriptions.

Townhouse - A single dwelling with or without shared (attached) walls that is part of a community that shares common area, but ownership of lot is included in the property.

Mobile/Manufactured/Modular Home on Rented Lot - A mobile, manufactured or modular home that is located on a rented lot.

Mobile/Manufactured/Modular Home on Owned Land - A mobile, manufactured or modular home located on owned land not on foundation.

Recreational Land with Home - A home on land that could be determined to be recreational.

Land

Agricultural – Land zoned for agricultural use

Building Lots – Land that has been parceled out in lots

Commercial – Land zoned for Commercial use

Development- Land suitable for Development

Industrial- Land zoned for Industrial use

Recreation- Land deemed usable for recreation

Other

Build to Suit Residential – The construction of a home to meet the specific requirements of a purchaser

Build to Suit Commercial - The construction of an office or industrial building to meet the specific requirements of a large tenant or purchaser

Residential Income

Duplex - A dwelling comprising of two units either side-by-side or on two different floors.

Triplex - A dwelling comprising of three units either side-by-side or on two different floors.

Fourplex - A dwelling comprising of four units either side-by-side or on two different floors.

Apartment - A self-contained housing unit that occupies only part of a building.

Other

Business Commercial

Agricultural – Agricultural Business

Business Opportunity – Businesses available that do not include real estate.

Commercial – Space suitable for commercial uses.

Health Care – Space suitable for health care.

Hotel/Motel – Space suitable for a hotel or motel.

Industrial – Space suitable for industrial uses.

Land – Commercial or industrial land.

Multi-Family – Multi-Family units above 5 units and above.

Office – Space suitable for an office.

Retail – Space suitable for retail uses.

Senior Housing

Shopping Center

Special Purpose

Sport & Entertainment

Other

Farm & Ranch

Farm - A tract of land, usually with a house, barn, silo, etc., on which crops and often livestock are raised for livelihood.

Ranch - An establishment maintained for raising livestock under range conditions.

Dairy - Devoted chiefly to the production of milk and the manufacturing of butter and cheese.

Other

Multi Use – Properties designated for Multi-Use.

Section 2. Active and Available for Showing

A. All active listings entered in IMLS must be immediately available for showing. All other active listings must be filed as office exclusive using the IMLS Waiver of Benefits form.

B. Violations: listings entered into the system that are not in compliance with this section will be subject to a Level 1 Violation if not removed within the required time frame.

Section 3. Disclosure of Variable Rate Compensation Calculation

A. Listings with “Variable Rate” compensation must be disclosed.

B. Violations: listings entered into the system that are not in compliance with this section will be subject to a Level 1 violation if not corrected within the required time frame.

Section 4. Relisting & CDOM

A. If a listing changes to an off market status (ie. expired or cancelled) and is re-listed in 30 days or less, it shall come back as Back on Market, not NEW, unless the listing changes brokerages.

- B. If a listing changes to an off market status (ie. expired or cancelled) and is re-listed in 30 days or less, the days on market will continue to accumulate regardless of brokerage changes.
- C. Violations: listings entered into the system that are not in compliance with this section will be subject to a Level 1 violation if not corrected within the required time frame.

Section 5. Room Definition

- A. A room can only be defined once in a listing. For example, a room cannot be counted as both a bedroom and an office.
- B. Violations: listings entered into the system that are not in compliance with this section will be subject to a Level 1 violation if not corrected within the required time frame.

Section 6. Photo Policy

All residential listings must have at least one exterior front photo submitted within 1 business day of listing being input into IMLS with the exception of "To Be Built" and "Under Construction" listings. Written permission must be obtained before using another agent's or office's photos, digital images, virtual tours or sketches to promote a new/active listing.

Section 7. Listing & Closing in Multiple Classes

A property may be placed into multiple classes if it qualifies (i.e.: Land and Farm&Ranch); however, a property may only be listed in a class once and as one type (i.e.: Single Family or Single Family w/Acreage). When a property is closed in the MLS system, it may only be reported sold in one class. If one of the classes listed is Residential, the sale must be reported in that class. Listings in additional classes must be cancelled at that time.

Listing Remarks Policies and Guidelines

Purpose: This policy statement is a guideline to assist Participant and/or Subscribers in the completion of the remarks sections of the IMLS System, including Public and Agent Remarks. IMLS staff is an additional resource for assistance in the use of the Remarks sections. Consult the current Violation Policy and Violation Chart for details on the correction process, fine assessment and appeal options.

Section 1. Remarks Sections Defined

Remarks – Enter up to 512 characters of free text information related to the property. This field can be used to market unique features regarding your specific listing. Listing specific information is all that is allowed in the remarks section. No agent, office, or marketing information is allowed. Agents should use caution in ensuring that no potential fair housing violations or other offensive language are included. This field is often displayed on public websites. The remarks section of the IMLS is intended to be used for marketing remarks related to the listing itself, including features not previously described in any of the IMLS fields. For example, there is no need to put "great 3 bedroom 2 bath home" in the remarks since the listing information already indicates it is a 3 bedroom, 2 bath home. The Remarks field is often used on websites the broker chooses to advertise on.

Agent Remarks – Enter up to 512 characters of free text information related either to the property or the transaction. Focus of the information in this field should be on information provided to the agent or broker, not the public. The agent remarks section is intended to provide any additional information to potential selling agents or brokers. Information such as bump clauses on contingent listings, bonuses being offered, special showing instructions, etc should be placed in the agent remarks section of the IMLS system. In addition, the agent

remarks can be used to disclose special circumstances in a transaction and/or the commission (for example new construction list agents can use the Agent Remarks to disclose that commissions are to be paid on base asking price only, not on upgrades or add ons.) The agent remarks section is not intended to be overflow space for additional remarks. Participant and/or Subscribers who use the agent remarks for additional remarks may risk having part of the information not seen if the agent remarks section is omitted from the listing.

Section 2. Remarks Policies

- A. Disclosure of Ownership Status: If an agent or broker is a principal in the property, it must be disclosed in the Agent Remarks of the Listing.
- B. Violations and possible fines are issued for (but not limited to) the following: for contact information including, but not limited to any specific names, phone numbers, email addresses or web sites except in Agent Remarks.
- C. Unprofessional/Inappropriate Remarks: comments that do not adequately protect the public or Participants; or comments promoting, requiring, forbidding, encouraging and/or discouraging the use of any individual or company are considered unprofessional and/or inappropriate. (applies to all sections)
- D. Government Violations: Remarks with Fair Housing Violations and wording that may be in violation of State or Federal Law.

Section 3. Additional Guidelines and Rules

- A. Protection: Listings that fail to adequately protect the interests of the public and the Participants may be refused. (applies to all sections)
- B. Describe the property: Public remarks may only contain information about the listed property. *The above noted examples are not all inclusive. IMLS staff can be contacted in advance for guidance.*

Section 4. Violations of Rule or Policy: Subject to Current Violation Policy

- A. Fines for uncorrected violations are published on the Current Violation Chart and are subject to change.

Policy on Proper Reporting of Closed Transactions

Purpose. The purpose of this policy is to identify the many different scenarios that can develop when reporting closed transactions and to clarify the requirements for reporting each type.

Section 1. Definitions

- A. Routine: Both the listing and selling agent are Participant and/or Subscribers of the IMLS.
- B. Unpublished Solds: Listings that are sold but were not entered into the IMLS at the request of the seller and by submittal of an Office Exclusive.
- C. Non Member: The buyer was not represented by a Participant and/or Subscriber or a non-Participant and/or Subscriber licensee.
- D. Non-Participant and/or Subscriber: One side of the transaction involved a licensee who is not a Participant and/or Subscriber of the IMLS.

Section 2. Routine Reporting of Closed Transactions

- A. IMLS Rules and Regulations require that closed transactions be reported by the next business day after the closing.
- B. The listing agent/office must accurately report the correct selling agent/office.
- C. If one party was unrepresented or represented by a non-Participant and/or Subscriber licensee; please see Sections 4 and 5 below.

D. Violations: Late reporting of a sold or inaccurate reporting of the selling agent/office will result in a Level 2 Violation if not corrected within the required time frame.

Section 3. Listings Previously Withheld from Publication

A. IMLS Rules and regulations allow for withholding a listing from publication in the IMLS at the discretion of the seller and with the filing of an Office Exclusive using the Waiver of Benefits form.

Section 4. Unpublished Sold Filed Previously as Office Exclusive

A. If a listing was filed as an office exclusive, but the selling agent is a Participant and/or Subscriber of IMLS, the listing may be added for comparable purposes under the following circumstances:

i. the listing input form must be signed by the seller and the buyer. (note: this does not require a listing agreement, simply a signed listing input form)

ii. the listing must be complete in every way, including all required fields and a photograph.

B. Sales entered for comparable purposes only must be entered using the Unpublished Sold status.

D. Violations: Listings entered for statistical purposes must reflect accurate listing and selling date and are subject to the rules, regulations and policies of IMLS and will subject to Violations in accordance with the current policy.

Section 5. Reporting of Sales when One Party was a Non-Participant and/or Subscriber Licensee

A. When a sale involves a Participant and/or Subscriber and a non-Participant and/or Subscriber licensee, the Participant and/or Subscriber may only report him/herself for one side of the transaction.

B. When reporting a closed transaction where the selling agent was a non-Participant and/or Subscriber licensee, the listing agent must report the sale under the non-member office (#) and the selling agent as a non-member (#).

C. Listing Violations: Sales reported as noted in this section are subject to the rules, regulations and policies of IMLS and Violations may be issued in accordance with the current policy.

D. Violations of this Policy: If a Participant and/or Subscriber incorrectly reports him/herself as both the listing and selling agent as outlined in this section, a Level 2 Violation will be issued if not corrected in the required time frame.

Section 6. Reporting Closed Transactions with NO Participant and/or Subscriber Representation

A. Closed transactions where neither the listing nor the selling portion of the transaction involved a Participant and/or Subscriber of the IMLS may not be entered into the IMLS.

B. Violations: If a Participant and/or Subscriber incorrectly represents him/herself as the listing or selling agent in this situation, the listing must be Withdrawn from the system and notification submitted to the IMLS for deletion from the system.

IMLS Orientation Policy

Purpose of IMLS Orientation. To provide a training session for new IMLS Participant and/or Subscribers with a focus on the Rules, Regulations and related policies. Particular attention to be paid to the violation policy, hearing process, value of IMLS, protecting access, allowable use of IMLS content, etc.

Section 1. Who Must Attend

- A. Any new Participant and/or Subscriber participant or subscriber must attend the IMLS Orientation session within ninety (90) days of application either online or at IMLS.
- B. Any Participant and/or Subscriber who has been on “exempt” status but re-activates IMLS services must attend the IMLS Orientation session if :
 - a) he/she has been on exempt status for more than two years.
 - b) he/she has been on exempt status for less than two years but did not attend the IMLS Orientation prior to becoming exempt.
- C. There will be no exceptions to this requirement. The class is mandatory, regardless of the geographic location of the Participant and/or Subscriber’s place of business or his/her current participation in another IMLS.

Section 2. Who May Attend

- A. Participants are invited to sponsor pre-licensees who are waiting to receive their license.
- B. Participants, agents or their current respective staff Participant and/or Subscribers may attend to learn more about the policies and procedures of IMLS.

Section 3. Penalty for Not Attending

- A. If attendance at an Orientation session is mandatory (see Section 1) and the Participant and/or Subscriber does not complete the course within the required ninety (90) days, IMLS access and services will be suspended until the Participant and/or Subscriber completes the course. Loss of services includes, but is not limited to: IMLS access, lockbox system access, and direct agent billing.
- B. If a broker staff Participant and/or Subscriber or broker/agent personal assistant does not complete the course within the required sixty (90) days, IMLS access will be suspended until the course is completed.

Section 4. Reactivation of Services

If a Participant and/or Subscriber’s services have been suspended, his/her services (including but not limited to those noted in Section 3.A above) and REALTOR® Participant and/or Subscribership status will be restored upon completion of the orientation session and payment of the current service reactivation fee and any other outstanding financial obligations to IMLS.

Section 5. Right to a Hearing

Participant and/or Subscribers who wish to protest against loss of services (Section 3) and/or to request a waiver of the reactivation fee (Section 4) may contact their current primary association with regards to a hearing.

Section 6. Cost for Orientation Session

- A. There will be no additional cost to new Participant and/or Subscribers or broker/agent staff Participant and/or Subscribers who are required to attend the session.
- B. There will be no cost to optional attendees who make a reservation and attend the session.
- C. A fee will be assessed for a reservation that is not cancelled within 24 hours of the session. If the no-show registrant is not a Participant and/or Subscriber, his/her sponsor will be billed; if the no-show registrant is a Participant and/or Subscriber, his/her account will be billed.

Section 7. Frequency and Location of Orientation Sessions

- A. At least one IMLS Orientation sessions will be held per month at the office of IMLS and online.

Access Policy for Admins, Assistants and Appraiser Trainees

Section 1. Limited Subscriber Defined

Affiliated licensed or unlicensed broker administrative and clerical staff, personal assistants who are unlicensed and/or individuals seeking licensure or certification as real estate appraisers affiliated with a Participant may be eligible for access to and use of IMLS content. Recurring subscription fees may be billed to the Participant at the discretion of the Board of Directors.

Section 2. Admin Login Defined

To facilitate the daily operations of a Participant and/or Subscriber, the IMLS Board of Directors has authorized the issuing of administrative log-ins to the IMLS System. Additionally, Participants may authorize limited access for administrative staff and personal assistants that are employed by his/her agents. For purposes of this document, all of the above logins noted will be referred to as "Admin" users.

Section 3. Request Process

A Participant must submit the request for issuance of an Admin in writing. Forms are available by contacting IMLS and are posted in IMLS Docs in the IMLS System. The form must be complete in every detail and be signed by the Participant, and the employing agent, if applicable.

Section 4. Admin Levels Available

- A. Level 3: Individual staff ID and login with access for searching and report generation only – no prospecting functions or listing input capabilities.
- B. Level 4: Same as above with Listing Input Capabilities
- C. Level 5: Individual Admin and login with full broker level access to all office listings (branch office if more than one office in the firm), listing input/maintenance functionality and broker management reports.
- D. Level 6: Individual Admin and login with full broker access as noted above, including access to the entire firm's listing inventory and input functions. (for companies with branch offices)

Section 5. Appraiser Trainee

Appraiser Participant and/or Subscribers do not enter listings into the system and do not need all of the functionality of a real estate licensee (as in prospecting functions, etc.), Level 3 authorization is available. The appraiser trainee must register and receive their own login to perform all functions allowed by the security level assigned to the Appraiser. Licensed Appraisers do not qualify for administrative access but instead must become a subscriber to the IMLS system.

Section 6. Prohibitions

Under no circumstances is a Admin authorized to perform the duties of a licensee within the IMLS System. This would include, but not be limited to, the use of the prospecting/auto-email functions for personal use, unauthorized export of content, sharing login with unauthorized persons, emailing of brochures or custom formats under the staff ID, entering listings with the staff ID showing as the listing agent, etc.

Section 7. Responsible Party

It is the responsibility of the Participant (and employing agent, if applicable) to monitor the use of all Admin users and guarantee that access to the IMLS system is used properly and in accordance with all IMLS Rules/Regulations, Bylaws, Policies, Participant/Subscriber Agreements and Content Use policies, etc.

Section 8. Changes in Employees

If the staff person/assistant who is using a specific Admin ID changes, it is the responsibility of the Participant (and employing agent, if applicable) to notify IMLS of the changes by submitting a revised agreement. There will be no additional fee to change the name and password on an existing Admin ID.

Section 9. Employee Terminations

If the Admin is terminated from the Participant (or agent's), it is the responsibility of the Participant or agent to notify IMLS.

Section 10. Fees

All fees are set at the discretion of the Board of Directors and are subject to change with 30 days notice.

Section 11. Violations

A. Misuse of ID: Should the staff ID be used for unauthorized purposes, the login will be immediately inactivated, with no prior notice required, and a Level 4 fine assessed (mandatory attendance a Hearing may also apply).

B. Responsible Party: The PARTICIPANT will be the responsible party for the payment of any fines and attendance (along with the employing agent, if applicable) at any mandatory hearings.

Section 12. Employing Participant or Agent Status and Office Affiliation

If for any reason the status of the Participant's office/firm, the Participant (including appraisers) or the employing agent (personal assistants) changes from active to "inactive" or "non-Participant and/or Subscriber" status, all corresponding staff/assistant/intern ID's will also be inactivated. Upon reactivation of the Participant or agent, the staff ID will be reactivated.

Use of Contact Information from the IMLS

Section 1. Contact Information Defined

Contact information is defined as Participant and/or Subscriber name, office affiliation, phone number(s), fax number(s) and email Address(es).

Section 2. For Internal Use Only

Contact information in the IMLS system is intended for use between Participant and/or Subscribers for real estate communication purposes only.

Section 3. Violations

Participant and/or Subscribers who provide contact information to any party for other than Participant and/or Subscriber real estate communication will be subject to a fine.

Policy on Use of Statistical Ranking Reports

Section 1. Ranking Reports Defined

Paragon includes two statistical programs that are available to brokers: Agent Ranking (by units and volume) and Office/Firm Ranking (by units and volume).

Section 2. For Participant and/or Subscriber Use Only

The Ranking Reports are intended for use by IMLS Participant and/or Subscribers only. Distribution of a Ranking Report to any 3rd Party for their individual marketing or promotional purposes is not allowed.

Section 3. Participant and/or Subscriber Privacy

Agent Ranking reports may be used by Participant and/or Subscribers or firms for public media marketing but the use of any other Participant and/or Subscriber's name is prohibited without their prior written permission. Example: #1: Participant and/or Subscriber running report: #2 – Agent A; #3 – Agent B, etc.

Section 4. Violations

Participant and/or Subscribers who use or provide ranking information under the circumstances noted in #2 and #3 above, will be subject to a Level 3 Violation.

Virtual Tour Policy

Section 1. Virtual Tour Defined

- A. For IMLS purposes, a virtual tour is a pictorial tour of a property, which includes, but is not limited to still photos, video, audio or some combination thereof.
- B. IMLS does not sell or create virtual tours, but allows for posting of such tours in Paragon. The virtual tour link appears on selected IMLS reports and is also included in data exports for public and IDX web sites.
- C. While style, layout and format may vary, there are two types of virtual tours: branded and unbranded. For IMLS purposes, each is defined as follows:
 - I. A “branded” virtual tour includes information other than the tour of the home, including but not limited to listing owner, listing agent and/or listing office contact information, email links, agent photo, company logo, audio scripting that includes owner, agent and/or office contact information, watermarked or overlaid contact info on photos, etc. A branded tour might also include links to other web sites and/or links to other services including but not limited to mortgage calculators, community information, etc.
 - II. An “unbranded” virtual tour includes information (including audio) on the property only. An unbranded tour might also include the logo of the virtual tour company that created the tour, but contains no links of any kind.

Section 2. Violations

- A. The service fee for posting a branded tour or a URL for anything other than the unbranded virtual tour for that particular listing will result in a Level 3 fine if not corrected in the required time frame.

Open House Policy

Section 1.

Any Open House entered into the system must be open and available in the times and dates listed.

Section 2.

Open Houses entered into the system that do not fall under these requirements will be subject to a Level 1 Violation.

Cutting Off Lockbox Policy

Section 1.

IMLS will cover costs in cutting a lockbox off a property except for the following reasons:

- A. If the lockbox is determined to be working.
- B. If the lockbox battery is determined to be below 22%.

Section 2.

If Lockbox is requested to be removed by another agent, another office or IMLS, the owner of the lockbox will have 5 days to comply before the lockbox is removed at the lockbox owner's expense.

Residential Data Input Form Instructions

The following are the required fields for residential listings. Please note that some fields in IMLS are informational only and may not necessarily reflect the rules and regulations of all states serviced. Please check your local and state regulations.

GENERAL SECTION-- STATUS

- "Sold" listings must be reported to the IMLS by the next business day. Sold listings must include a sales price, closing date (Participant and/or Subscriber to update your proposed closing date to actual when marking listings sold) and the type of financing.
- "Pending" listings must be reported to the IMLS by the next business day. All listings with an accepted offer must be marked pending unless they have a signed "Sellers Right to Continue to Market". Pending listings must include the contract date (date of final acceptance by all parties) and a proposed closing date.
- "Contingent" listings must be reported to the IMLS by the next business day. Since, Contingent is an active status, listings may only be marked Contingent when it is documented that all parties agree that the property will continue to be marketed and other offers will be accepted. Listings marked as Contingent should include the terms of the contingency (including the bump clause) in the Agent Remarks section of the IMLS system.
- "New" listings must be reported to the IMLS by the next business day after any marketing and/or advertising begins. IMLS Participant and/or Subscribers are required to report all Residential and Vacant Land listings to the IMLS unless they have the seller's request to withhold the listing from IMLS. If the seller directs the listing agent not to disseminate the listing by the Service, the Participant may execute a valid marketing agreement as an "office exclusive" and the listing shall be filed as an "office exclusive" with the Service by the next business day after the listing and/or property is marketed and/or advertised. The IMLS Waiver of Benefits form, or a substantially similar MLS Approved form, must be executed by any seller who directs their listing agent not to disseminate their listing by the Service. New listings must include all the appropriate required fields and are subject to inaccurate information sanctions if they are submitted with inaccurate or incomplete information.

Previously unpublished solds can be reported to the IMLS. In fact, to ensure the IMLS has the most comprehensive database of properties available for comparables, it is preferable to report everything you sell. In order to report a previously unpublished sold property to the IMLS, you must have the owner's permission. Completion of an IMLS property data form with the property details and an owner signature will suffice. Enter the listing into the system just as you would a new listing but include the status as "Unpublished Sold". Use the correct listing date and selling date.

TYPE – This field allows you to select one option from a list of residential property types. Please choose the property type that most closely matches your listing's physical characteristics based on the definitions provided. Listings cannot be listed in more than one property type.

Single Family - A stick/site/manufactured/modular built home with no common (or shared) exterior walls on a single parcel of less than one acre on foundation.

Single Family with Acreage - A stick/site/manufactured/modular built home with no common (or shared) exterior walls on one or more parcels of land totaling one acre or more on foundation.

Condo - A single dwelling with or without shared (attached) walls where no individual lot ownership exists. Unit number rather than lot and block define legal descriptions.

Townhouse - A single dwelling with or without shared (attached) walls that is part of a community that shares common area, but ownership of lot is included in the property.

Mobile/Manufactured/Modular Home on Rented Lot - A mobile, manufactured or modular home that is located on a rented lot.

Mobile/Manufactured/Modular Home on Owned Land - A mobile, manufactured or modular home located on owned land not on foundation.

Recreational Land with Home - A home on land that could be determined to be recreational.

AREA – This field allows you to select one option from a list of available AREAS in our IMLS. The listing will be in one (1) area only. Area Maps for all counties served by IMLS are available online.

SUBDIVISION – Choose the appropriate subdivision code from the Drop down table. If the subdivision code for you listing is not listed **please call the IMLS to have it added**. Once the code has been added you will be able to input the proper subdivision code for your listing. IMLS will add subdivision names only, not phases. Please do not use the “not applicable” code unless the listing truly is not in a subdivision. Many of our Participant and/or Subscribers use subdivision as part of their search criteria and listings that are in the wrong subdivision code will be excluded from their search results.

ADDRESS – Address is a split field that includes three separate fields. Place the house number in the first field, the direction (N, S, E, W, etc.) in the second field and the Street Name in the third field. All street names that contain numbers (such as 1st Street or 52nd Ave.) should use the numerical values for searching consistency. Please enter the Address accurately. IMLS Paragon Training

CITY – Choose the city that corresponds to the Address.

STATE – Choose the proper state from the available Drop down menu.

COUNTY– Choose the correct county from the Drop down menu.

ZIP CODE – Enter the appropriate 5 digit zip code.

MAPPING – Pops up a small window that allows you to change or assign the map location of the listing. If no map selected for the listing then the listing will not be available for mapping searches.

FOR SALE/RENT – Select the appropriate selection from the Drop-down options.

ASKING PRICE – Enter the list price for the property in whole dollar amounts without punctuation.

INTERNET

Include – Choose if you do not want your seller’s property to be on the Internet.

Display Address – Choose if you do not want your seller’s property address to be displayed on the internet.

Comments – Choose if you do not want consumers commenting on your seller’s property through IDX or VOW sites.

AVM– Choose if you do not want your seller’s property to be used as part of an Automated Valuation Model (AVM) in IDX or VOW sites.

TYPE OF OWNERSHIP

Fee Simple - the entire and absolute interest property. It is free of any special limitation, condition subsequent or executory limitation. It is the highest and most enlarged estate conferring an unlimited power of alienation (i.e. power to transfer). The private ownership of

property (real estate) in which the owner has the right to control, use and transfer the property at will.

Less Than Fee Simple – Properties that do not meet the fee simple definitions.

GARAGE – Enter the value in the field. Value must be based on actual garage capacity. Extra deep garages in many cases do not qualify as full extra car spaces.

LAND SIZE – Select one range value from the available list. Lot size should be based on information available from public records. Number of acres must match the land size selection.

AGE – Select one range value from the available list. Age should be based on year built, not year of remodel or addition. To Be Built and Under Construction should be updated to New once construction is complete.

LEVEL – Select one value from the available list.

DIRECTIONS – Property directions in the IMLS should always start from a main arterial road (preferably including a main cross street) and use directionals such as North, South, East and West instead of left and right. Participant and/or Subscribers should be cautious of fair housing issues when using landmarks to express location. (I.e. located right behind the First Christian Church).

OF ACRES – Enter the total number of acres in digits up to 2 decimal places (ex. 1.52). This information should be derived from public records whenever possible. Number of acres must match the land size selection. This is **required on all listings**.

NEW CONSTRUCTION COMPLETE DATE – If listing is new construction please enter the estimated date for completion. This should be updated on a regular basis to reflect changes in construction timeline.

YEAR BUILT – Enter the year the home was originally built. This information should be derived from public records whenever possible.

LOT SIZE LENGTH/WIDTH – Enter the length and the width of the lot in linear feet. Lots with an irregular shape should measure the frontage width and the shortest length for depth.

IRRIGATION DISTRICT – Indicate if an Irrigation District is assigned to the listing and the name of the irrigation district. If “Y” is selected for irrigation district then the name of the irrigation district is required.

WATER SHARES AVAILABLE (y/n) – Water rights are available on the listed property.

WATER DELIVERABLE (y/n) – Water rights are accessible from listed property.

BUILDER – Indicate the name of the builder who constructed the property if it is available.

SCHOOL INFORMATION – School District is a Drop-down field as are Elementary, Jr. High and Sr. All residential properties are assigned school boundaries. If your seller does not know the school boundaries, you can use the following contact information to locate the appropriate schools:

Boise School District – 338-3400

Meridian School District – 888-7910

Kuna School District – 922-1000

Nampa School District – 465-2700

Vallivue School District – 454-0445

Caldwell School District – 455-3300

Twin Falls School District – 733-6900

Idaho State Department of Education - 332-6800

Please do not use the “Out of Area” code *unless the listing truly is not in a school boundary within our provided table*. Many of our Participant and/or Subscribers use Schools as part of their search criteria and listings that are in the wrong School code will be excluded from

their search results. If a new school needs to be added to the IMLS system, please contact IMLS technical support staff.

FINISHED SQUARE FOOTAGE - Indicate the total approximate finished square feet followed by the amount of finished square feet above grade and the amount of finished square feet below grade. Above grade finished added to below grade finished should equal the total finished square feet. "*Below-Grade*" is space on any level which has living area, is accessible by interior stairs, and has earth adjacent to any exterior wall on that level. If earth is adjacent to any portion of a wall, the entire level is considered "Below-Grade".

UNFINISHED SQUARE FOOTAGE - Indicate the total approximate unfinished square feet followed by the amount of unfinished square feet above grade and the amount of finished square feet below grade. Above grade unfinished added to below grade unfinished should equal the total unfinished square feet. "*Below-Grade*" is space on any level which has living area, is accessible by interior stairs, and has earth adjacent to any exterior wall on that level. If earth is adjacent to any portion of a wall, the entire level is considered "Below-Grade".

Calculated Fields: Both Baths and Square footage are calculated fields, paragon calculates the totals. (i.e. - Bathrooms UP (+) Bathrooms MAIN (+) Bathrooms DOWN = Total Baths and Approx. Finished Square Feet (+) Approx. Unfinished Square Feet = Total Approximate Square Feet). If data is left out of entered incorrectly it will impact the accuracy of your listing information. Please verify that all of your listings have the appropriate square footage being reported for finished and unfinished. In addition, please verify your values for bathrooms on each level.

ROOM LEVEL & SIZES – Indicate the room size for every bedroom and living room to the closest linear foot and the level (main, up or down) for each room that is applicable to your listing. Bedroom level is required, size is not.

#BEDROOMS PER LEVEL – Enter the number of bedrooms for the property. To qualify as a bedroom the room must include a closet and window(s) that meet current code requirements. You must include level and size information for every bedroom in order to save the listing.

BATHROOMS PER LEVEL – Indicate the number of bathrooms on each level of the dwelling. Toilet and sink equals .5 (half) bath and Shower and or Tub equals 1 (full) bath. There is no .75 (3/4) bath.

PROPERTY INCLUDED/ EXCLUDED – Items included or excluded in the listing/ sale of the listed property.

FINANCIAL SECTION--

ASSOCIATION FEES – Field is numeric to indicate a dollar amount for setup or transfer for Homeowner's Association Participant and/or Subscribership.

ASSOCIATION FREQUENCY – Select the choice from the Drop-down menu.

ASSOCIATION SETUP/TRANSFER FEE – Field is numeric to indicate a dollar amount for setup or transfer for Homeowner's Association Participant and/or Subscribership.

LOCAL IMPROVEMENT DISTRICT - Yes/No field to indicate if the property is located within a local improvement district and subject to LID fees. In many cases Sellers will know this information, otherwise contact the local planning and zoning authority or tax assessor.

TAXES – Numeric field to indicate the annual dollar amount of property taxes on the listed property. This information is available from public records.

TAX YEAR – Numeric field to indicate the tax year.

HOMEOWNER EXEMPTION - Yes/No field to indicate whether a Homeowner's

Property Tax Exemption currently exists on the listed property.

FLOOD INSURANCE REQ'D – Yes/No field to indicate whether or not Flood Insurance is required on the listed property. The Seller should know this information but if they do not, flood maps and information are available at www.fema.gov

LEGAL DESCRIPTION – Enter the legal description of the property. There is room for 255 characters including spaces. This information is available from public records.

PARCEL NUMBER – Enter the parcel number of the property. This required information is available in public records. Accurate parcel numbers are important as they allow users to cross reference to available public records information. Without the parcel number paragon cannot link the listing to the tax record. **This is required on all listings.**

FINANCING REMARKS – Enter up to 25 characters of free text information related to the financing options for the property. Examples may include details of owner carry or lease purchase information.

AGENT SECTION--

LIST AGENT – Choose the appropriate listing agent from the Drop down menu. Agents who are not active Participant and/or Subscribers in good standing with IMLS will not qualify to submit listings to IMLS.

CO-AGENT – Choose the appropriate co-listing agent from the Drop down menu. Agents who are not active Participant and/or Subscribers in good standing with IMLS will not qualify to submit listings to IMLS.

SELLING AGENT TO PRESENT OFFERS DIRECTLY TO SELLERS – Select Y for Yes and N for No based on list agents preference for how offers should be presented. IMLS rules require that offers be presented to the listing broker/agent unless specific written permission is given to present them directly to the seller. This field serves as written permission if marked Yes.

VARIABLE RATE COMMISSION – Select Y for Yes and N for No. All listings submitted to IMLS with variable rate commissions must be disclosed. This refers to the commission to be received by the listing agent, if the commission will vary based on who brings a buyer to the transaction. The existence of a dual or variable rate commission arrangement (i.e. one in which the seller agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the IMLS. The listing broker, in response to inquiries from potential cooperating brokers, must disclose the differential. To properly disclose a variable rate commission in the IMLS, place a "Y" for yes or an "N" for no in the field provided. Participant and/or Subscribers can also explain the terms of the variable rate commission in the addendum section of the IMLS if they choose to.

CO-OP BROKER COMPENSATION - The compensation specified on listings published by the IMLS shall be shown in one of the following forms:

1. By choosing a percentage of the gross selling price.
2. By choosing a definite dollar amount.

The \$ or % sign is used to provide ultimate clarity on the actual compensation. It is required to designate either the "\$" or "%" symbols. Simply placing a numerical value and then not selecting a \$ or % could leave doubt regarding compensation amounts and give rise to potential conflict and the listing will not be accepted by paragon.

Co-Op Participant Compensation (yes/no and the \$ amount or percentage). This field is used to identify the compensation offered to another agent or broker that is representing a buyer in either a buyers or sellers agent capacity. If you wish to discriminate between buying and selling agent you must disclose it in the agent remarks (Buyers agent works with a client and Sellers agent works with a customer, see Agency Disclosure Brochure from IREC).

****Please note Selling Agent is not the Listing Agent. IMLS Rules state specifically: The Board Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his or her listing contract, and the Board Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the IMLS by a Participant.*

LISTING SERVICE – Full Service (Listing broker will provide all services in the transaction including negotiation and presentation of offer) **Limited Service** (Listing Participant is providing limited service in the transaction which may or may not include negotiation and presentation of offer) **IMLS Entry Only** (Agent provides entry into the IMLS only and does not typically provide negotiation or presentation of offers).

OWNER or TENANT NAME/PHONE INFO – Although not required fields, this information is helpful if you have indicated in showing instructions that they should contact the seller before using the lockbox.

LIST DATE – The list date in the MLS is the commencement date of the agreement. New listings must be submitted to the IMLS by the next business day after the commencement date of the marketing agreement or any similar agreement to avoid a “lag time” fine.

EXPIRATION DATE – The expiration date is not available for viewing by agents other than the listing agent. It is used to auto expire the listing on the expiration date. There is no grace period for expired listings. It is important that agents get extensions prior to the expiration date. All listings include an expiration date; agents can only see their own expiration dates.

SHOWING INSTRUCTIONS – Choose one value from the available list. Use Agent Remarks to indicate any special additions to showing instructions.

OCCUPIED BY – Select one value from the available list. Please do not refer to occupancy status in the remarks section.

FEATURES SECTION--

FEATURES: Required: *Exclusive Right to Sell/ Agency, SQFT Source, List Class & Construction.*

Exclusive Right to Sell/ Agency – 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.

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 should not be confused with on "office exclusive" listing where the seller has chosen to "opt out" of submission of their listing to the IMLS. All office exclusive listings are required to be on file with the IMLS (send a copy by mail or fax to the IMLS office) by the next business day after the listing and/or property is marketed and/or advertised. The IMLS Waiver of Benefits form, or a substantially similar MLS Approved form, must be executed by any seller who directs their listing agent not to disseminate their listing by the Service.

The features section of our IMLS allows users to select as many or as few features as they wish related to the information specific to the property. Users are encouraged to select **every feature that applies** to their listing as the features section is often used when searching to include or eliminate properties based on their features.

SOLD SECTION--

SOLD INFORMATION:

Unpublished Solds – This is previously unpublished properties that are now sold and being placed into Paragon for comps. You are required to enter the correct listing and selling date for these properties. This helps give a more accurate picture of all sold properties and their market time.

Land Data Input Form Instructions

The following are the required fields for Land listings. Please note that some fields in IMLS are informational only and may not necessarily reflect the rules and regulations of all states serviced. Please check your local and state regulations.

STATUS – Choose the status of the listing, new listings should be entered as “New”.

Statuses are as follows:

- Active: Active, New, Back On Market, Contingent Finance, Contingent Sale, Contingent Multiple, Contingent Short Sale and Contingent Other
- Sold: Sold, Unpublished Sold
- Pending, Pending Lease Purchase
- Expired
- Withdrawn: Temporarily Off Market and Cancelled
- Rented

Note - If a listing changes to an offmarket status (ie. expired or cancelled) and is re-listed in 30 days or less, it shall come back as **BACK ON MARKET**, not **NEW**, unless the listing changes companies. Violation of this policy will result in fines of \$100 - 1st Offense, \$250 - 2nd Offense and \$500 - 3rd offense.

TYPE – This field allows you to select one option from a list of residential property types. Please choose the property type that most closely matches your listing’s physical characteristics based on the definitions provided. Listings cannot be listed in more than one property type.

- Agricultural
- Building Lots
- Commercial
- Development
- Industrial
- Recreation
- Other
- Build to Suit Residential
- Build to Suit Commercial

AREA – This field allows you to select one option from a list of available AREAS in our MLS. The listing will be in one (1) area only. Area Maps for all counties served by IMLS are available on the MLS website www.intermountainmls.com and maps for Ada and Canyon County can also be purchased at the MLS office. Also, use the Area Maps link on the Paragon Homepage for reference. The following are the current areas defined by IMLS. Listings outside the areas defined by IMLS should be placed in the Out of Area category.

SUBDIVISION – Choose the appropriate subdivision code from the drop down table. If the subdivision code for you listing is not listed **please call the MLS to have it added**. Once the code has been added you will be able to input the proper subdivision code for your listing. Please do not use the “not applicable” code unless the listing truly is not in a subdivision. Many of our members use subdivision as part of their search criteria and listings that are in the wrong subdivision code will be excluded from their search results.

ADDRESS – Address is a split field that includes three separate fields. Place the house number in the first field, the direction (N, S, E, W, etc.) in the second field and the Street Name in the third field. All street names that contain numbers (such as 1st Street or 52nd Ave.) should use the numerical values for searching consistency. Please enter the address accurately.

CITY – Choose the city that corresponds to the address.

STATE – Choose the proper state from the available drop down menu.

COUNTY– Choose the correct County from the drop down menu.

ZIP CODE – Enter the appropriate 5 digit zip code.

INTERNET

Include – Choose if you do not want your seller's property to be on the Internet.

Display Address – Choose if you do not want your seller's property address to be displayed on the internet.

Comments – Choose if you do not want consumers commenting on your seller's property through IDX or VOW sites.

AVM – Choose if you do not want your seller's property to be used as part of an Automated Valuation Model (AVM) in IDX or VOW sites.

TYPE OF OWNERSHIP

Fee Simple - the entire and absolute interest property. It is free of any special limitation, condition subsequent or executory limitation. It is the highest and most enlarged estate conferring an unlimited power of alienation (i.e. power to transfer). The private ownership of property (real estate) in which the owner has the right to control, use and transfer the property at will.

Less Than Fee Simple – Properties that do not meet the fee simple definitions.

MAPPING – Pops up a small window that allows you to change or assign the map location of the listing. If no map selected for the listing then the listing will not be available for mapping searches.

FOR SALE/RENT – Select the appropriate selection from the drop-down options.

ASKING PRICE – Enter the list price for the property in whole dollar amounts without punctuation.

LAND SIZE – Select one range value from the available list. Lot size should be based on information available from public records. Number of acres must match the land size selection.

ELECTRIC – Select one of the choices for the state of electrical access on the property.

GAS – Select one of the choices for the availability of natural gas or propane on the property.

MANUFACTURED HOMES ALLOWED (Y/N) – Select yes or no to indicate if manufactured/ mobile/ modular homes are allowed on the property.

FOUNDATION REQUIRED – Select yes or no if a foundation is required for homes on the property.

OF ACRES – Enter the total number of acres in digits up to 2 decimal places (ex. 1.52). This information should be derived from public records whenever possible. Number of acres must match the land size selection. **This is required on all listings.**

DIRECTIONS – 100 characters free text type to provide property directions. For best results begin from a main intersection and use N, S, E, and W to indicate travel directions most accurately.

FLOOD INSURANCE REQ'D – Yes/No field to indicate whether or not Flood Insurance is required on the listed property. The Seller should know this information but if they do not, flood maps and information are available at www.fema.gov

LOCAL IMPROVEMENT DISTRICT - Yes/No field to indicate if the property is located within a local improvement district and subject to LID fees. In many cases Seller's will know this information, otherwise contact the local planning and zoning authority or tax assessor.

TAXES – Numeric field to indicate the annual dollar amount of property taxes on the listed property. This information is available from public records.

TAX YEAR – Numeric field to indicate the year for which the taxes are for.

LEGAL DESCRIPTION – Enter the legal description of the property. There is room for 255 characters including spaces. This information is available from public records.

PARCEL NUMBER – Enter the parcel number of the property. This required information is available in public records. Accurate parcel numbers are important as they allow users to cross reference to available public records information. Without the parcel number paragon cannot link the listing to the tax record. **This is required on all listings.**

REO/Banked Owned, In Foreclosure (Possible Short Sale) – Select Yes or No depending on property

FINANCING REMARKS – Enter up to 25 characters of free text information related to the financing options for the property. Examples may include details of owner carry or lease purchase information.

REMARKS – Enter up to 512 characters of free text information related to the property. This field can be used to market unique features regarding your specific listing. Listing specific information is all that is allowed in the remarks section. No agent, office, or marketing information is allowed. Agents should use caution in ensuring that no potential fair housing violations or other offensive language are included. This field is often displayed on public websites.

AGENT REMARKS – Enter up to 512 characters of free text information related either to the property or the transaction. Focus of the information in this field should be on information provided to the agent or broker, not necessarily the public. Some examples might include information about pets in the listing or specific information on the owners. Information on “bump clauses” for listings marked “contingent” should be included in this field as well.

LIST AGENT – Choose the appropriate listing agent from the drop down menu. Agents not active members in good standing with IMLS will not qualify to submit listings to MLS. (If YOU

are an agent entering in a listing YOU will be the listing agent and YOU cannot change this field.)

CO-AGENT – Choose the appropriate co-listing agent from the drop down menu. Agents not active members in good standing with IMLS will not qualify to submit listings to MLS.

SELLING AGENT TO PRESENT OFFERS DIRECTLY TO SELLERS – Select Y for Yes and N for No based on list agents preference for how offers should be presented. IMLS rules require that offers be presented to the listing broker/agent unless specific written permission is given to present them directly to the seller. This field serves as written permission if marked Yes.

VARIABLE RATE COMMISSION – Select Y for Yes and N for No. All listings submitted to MLS with variable rate commissions must be disclosed. This is when the seller agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker, in response to inquiries from potential cooperating brokers, must disclose the differential.

CO-OP BROKER COMPENSATION - The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. By choosing a percentage of the gross selling price
2. By choosing a definite dollar amount.

The \$ or % sign is used to provide ultimate clarity on the actual compensation. It is required to designate either the "\$" or "%" symbols. Simply placing a numerical value and then not selecting a \$ or % could leave doubt regarding compensation amounts and give rise to potential conflict and the listing will not be accepted by paragon.

Co-Op Broker Compensation (yes/no and the \$ amount or percentage). This field is used to identify the compensation offered to another agent or broker that is representing a buyer in either a buyers or sellers agent capacity. If you wish to discriminate between buying and selling agent you must disclose it in the agent remarks (Buyers agent works with a client and Sellers agent works with a customer, see Agency Disclosure Brochure from IREC).

****Please note Selling Agent is not the Listing Agent. MLS Rules state specifically: The Board Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his or her listing 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.*

LIST DATE – The list date in the MLS is the commencement date of the agreement. New listings must be submitted to the IMLS by the next business day after the commencement date of the marketing agreement or any similar agreement to avoid a "lag time" fine.

EXPIRATION DATE – The expiration date is not available for viewing by agents other than the listing agent. It is used to auto expire the listing on the expiration date. There is no grace period for expired listings. It is important that agents get extensions prior to the expiration date. All listings include an expiration date; agents can only see their own expiration dates.

Note-Manipulating Listing Data to Avoid Cumulative Days on Market (CDOM) or Property History. Violation Amount: \$100 - 1st Offense, \$250 - 2nd Offense, \$500 – 3rd Offense.

FEATURES: Required: Exclusive Right to Sell/ Agency, SQFT Source, List Class & Construction.

List Class: Exclusive Right to Sell/ Agency – 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. 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.

WATER- Community service: A public water system that serves at least 15 service connections used by year round residents or regularly serves at least 25 year round residents (e.g., a municipality, subdivision, mobile home park, apartment complex, or nursing home).

The features section of our MLS allows users to select as many or as few features as they wish related to the information specific to the property. Users are encouraged to select **every feature that applies** to their listing as the features section is often used when searching to include or eliminate properties based on their features.

SOLD INFORMATION: Unpublished Solds – This will be a new subcategory of the Sold Status that will be a place for previously unpublished properties that are now sold and being placed into Paragon for comps. You are required to enter the correct listing and selling date for these properties. This helps give a more accurate picture of all sold properties and their market time.

Residential Income Data Input Form Instructions

The following are the required fields for Residential Income listings

STATUS – Choose the status of the listing, new listings should be entered as “New”.

Statuses are as follows:

- Active: Active, New, Back On Market, Contingent Finance, Contingent Sale, Contingent Multiple, Contingent Short Sale and Contingent Other
- Sold: Sold, Unpublished Sold
- Pending, Pending Lease Purchase
- Expired
- Withdrawn: Temporarily Off Market and Cancelled
- Rented

Note- *If a listing changes to an offmarket status (i.e. expired or cancelled) and is re-listed in 30 days or less, it shall come back as BACK ON MARKET, not NEW, unless the listing changes companies. Violation of this policy will result in fines of \$100 - 1st Offense, \$250 - 2nd Offense and \$500 - 3rd offense.*

TYPE – This field allows you to select one option from a list of residential property types. Please choose the property type that most closely matches your listing’s physical characteristics based on the definitions provided. Listings cannot be listed in more than one property type.

- Duplex
- Triplex
- Fourplex
- Apartment
- Other

AREA – This field allows you to select one option from a list of available AREAS in our MLS. The listing will be in one (1) area only. Area Maps for all counties served by IMLS are available on the MLS website www.intermountainmls.com and maps for Ada and Canyon County can also be purchased at the MLS office. Also, use the Area Maps link on the Paragon Homepage for reference. The following are the current areas defined by IMLS. Listings outside the areas defined by IMLS should be placed in the Out of Area category.

SUBDIVISION – Choose the appropriate subdivision code from the drop down table. If the subdivision code for you listing is not listed **please call the MLS to have it added**. Once the code has been added you will be able to input the proper subdivision code for your listing. Please do not use the “not applicable” code unless the listing truly is not in a subdivision. Many of our members use subdivision as part of their search criteria and listings that are in the wrong subdivision code will be excluded from their search results.

ADDRESS – Address is a split field that includes three separate fields. Place the house number in the first field, the direction (N, S, E, W, etc.) in the second field and the Street Name in the third field. All street names that contain numbers (such as 1st Street or 52nd Ave.) should use the numerical values for searching consistency. Please enter the address accurately.

CITY – Choose the city that corresponds to the address.

STATE – Choose the proper state from the available drop down menu.

COUNTY– Choose the correct county from the drop down menu.

ZIP CODE – Enter the appropriate 5 digit zip code.

INTERNET

Include – Choose if you do not want your seller's property to be on the Internet.

Display Address – Choose if you do not want your seller's property address to be displayed on the internet.

Comments – Choose if you do not want consumers commenting on your seller's property through IDX or VOW sites.

AVM – Choose if you do not want your seller's property to be used as part of an Automated Valuation Model (AVM) in IDX or VOW sites.

TYPE OF OWNERSHIP

Fee Simple - the entire and absolute interest property. It is free of any special limitation, condition subsequent or executory limitation. It is the highest and most enlarged estate conferring an unlimited power of alienation (i.e. power to transfer). The private ownership of property (real estate) in which the owner has the right to control, use and transfer the property at will.

Less Than Fee Simple – Properties that do not meet the fee simple definitions.

MAPPING – Pops up a small window that allows you to change or assign the map location of the listing. If no map selected for the listing then the listing will not be available for mapping searches.

FOR SALE/RENT – Select the appropriate selection from the drop-down options.

ASKING PRICE – Enter the list price for the property in whole dollar amounts without punctuation.

NUMBER OF UNITS – Enter the number of units for the listed property.

APPROXIMATE SQUARE FOOTAGE - Indicate the total approximate finished square feet followed by the amount of finished square feet above grade and the amount of finished square feet below grade. Above grade finished added to below grade finished should equal the total finished square feet. "Below-Grade" is space on any level which has living area, is accessible by interior stairs, and has earth adjacent to any exterior wall on that level. If earth is adjacent to any portion of a wall, the entire level is considered "Below-Grade".

YEAR BUILT – Enter the year the property was originally built. This information should be derived from public records whenever possible.

PARKING SPACES – Identify the number of available parking spaces that come with the property.

CITY BUS – Identify if the property is on a city bus route.

LAND SIZE – Select one range value from the available list. Lot size should be based on information available from public records. Number of acres must match the land size selection.

AGE – Select one range value from the available list. Age should be based on year built, not year of remodel or addition. To Be Built and Under Construction should be updated to New once construction is complete.

DIRECTIONS – 100 characters free text type to provide property directions. For best results begin from a main intersection and use N, S, E, and W to indicate travel directions most accurately.

LOT SIZE LENGTH/WIDTH – Enter the length and the width of the lot in linear feet. Lots with an irregular shape should measure the frontage width and the shortest length for depth. This is required.

SCHOOL INFORMATION – School District is a drop-down field as are Elementary, Jr. High and Sr. All residential properties are assigned school boundaries. If your seller does not know the school boundaries, you can use the following contact information to locate the appropriate schools:

Boise School District – 338-3400

Meridian School District – 888-7910

Kuna School District – 922-1000

Nampa School District – 465-2700

Vallivue School District – 454-0445

Caldwell School District – 455-3300

Twin Falls School District – 733-6900

Idaho State Department of Education - 332-6800

Please do not use the “OUT OF AREA” code *unless the listing truly is not in a school boundary within our provided table*. Many of our members use SCHOOLS as part of their search criteria and listings that are in the wrong SCHOOL code will be excluded from their search results. If a new school needs to be added to the MLS system, please contact MLS technical support staff.

UNITS INFORMATION – Required based on number of units (up to 8). Per unit approximate square feet, per unit number of bedrooms, per unit number of bathrooms, per unit actual monthly rent, per unit projected monthly rent, per unit Gas/ Electric Meters

LOCAL IMPROVEMENT DISTRICT - Yes/No field to indicate if the property is located within a local improvement district and subject to LID fees. In many cases Seller’s will know this information, otherwise contact the local planning and zoning authority or tax assessor.

HOMEOWNER EXEMPTION - Yes/No field to indicate whether a Homeowner’s Property Tax Exemption currently exists on the listed property.

FLOOD INSURANCE REQ’D – Yes/No field to indicate whether or not Flood Insurance is required on the listed property. The Seller should know this information but if they do not, flood maps and information are available at www.fema.gov

TAXES – Numeric field to indicate the annual dollar amount of property taxes on the listed property. This information is available from public records.

TAX YEAR – Numeric field to indicate the year for which the taxes are for.

LEGAL DESCRIPTION – Enter the legal description of the property. There is room for 255 characters including spaces. This information is available from public records.

PARCEL NUMBER – Enter the parcel number of the property. This required information is available in public records. Accurate parcel numbers are important as they allow users to cross reference to available public records information. Without the parcel number paragon cannot link the listing to the tax record. **This is required on all listings.**

REO/Banked Owned, In Foreclosure , Potential Short Sale – Select Yes or No depending on property.

REMARKS – Enter up to 512 characters of free text information related to the property. This field can be used to market unique features regarding your specific listing. Listing specific information is all that is allowed in the remarks section. No agent, office, or marketing information is allowed. Agents should use caution in ensuring that no potential fair housing violations or other offensive language are included. This field is often displayed on public websites.

AGENT REMARKS – Enter up to 512 characters of free text information related either to the property or the transaction. Focus of the information in this field should be on information provided to the agent or broker, not necessarily the public. Some examples might include information about pets in the listing or specific information on the owners. Information on “bump clauses” for listings marked “contingent” should be included in this field as well.

LIST AGENT – Choose the appropriate listing agent from the drop down menu. Agents not active members in good standing with IMLS will not qualify to submit listings to MLS.

CO-AGENT – Choose the appropriate co-listing agent from the drop down menu. Agents not active members in good standing with IMLS will not qualify to submit listings to MLS.

VARIABLE RATE COMMISSION – Select Y for Yes and N for No. All listings submitted to MLS with variable rate commissions must be disclosed. This is when the seller agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker, in response to inquiries from potential cooperating brokers, must disclose the differential.

CO-OP BROKER COMPENSATION - The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. By choosing a percentage of the gross selling price
2. By choosing a definite dollar amount.

The \$ or % sign is used to provide ultimate clarity on the actual compensation. It is required to designate either the “\$” or “%” symbols. Simply placing a numerical value and then not selecting a \$ or % could leave doubt regarding compensation amounts and give rise to potential conflict and the listing will not be accepted by paragon.

Co-Op Broker Compensation (yes/no and the \$ amount or percentage). This field is used to identify the compensation offered to another agent or broker that is representing a buyer in

either a buyers or sellers agent capacity. If you wish to discriminate between buying and selling agent you must disclose it in the agent remarks (Buyers agent works with a client and Sellers agent works with a customer, see Agency Disclosure Brochure from IREC).

****Please note Selling Agent is not the Listing Agent. MLS Rules state specifically: The Board Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his or her listing 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.*

OWNER or TENANT NAME/PHONE INFO – Although not required fields, this information is helpful if you have indicated in showing instructions that they should contact the seller before using the lockbox.

LIST DATE – The list date in the MLS is the commencement date of the agreement. New listings must be submitted to the IMLS by the next business day after the commencement date of the marketing agreement or any similar agreement to avoid a “lag time” fine.

EXPIRATION DATE – The expiration date is not available for viewing by agents other than the listing agent. It is used to auto expire the listing on the expiration date. There is no grace period for expired listings. It is important that agents get extensions prior to the expiration date. All listings include an expiration date; agents can only see their own expiration dates.

***Note-** Manipulating Listing Data to Avoid Cumulative Days on Market (CDOM) or Property History. Violation Amount: \$100 - 1st Offense, \$250 - 2nd Offense, \$500 – 3rd Offense.*

EXCLUSIVE RIGHT TO SELL/ AGENCY – 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.

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.

FEATURES: Required: Exclusive Right to Sell/ Agency, SQFT Source, List Class & Construction.

List Class: Exclusive Right to Sell/ Agency – 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. 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.

LAND USE – Identify the current available land use for the property. Select all that apply.

The features section of our MLS allows users to select as many or as few features as they wish related to the information specific to the property. Users are encouraged to select **every feature that applies** to their listing as the features section is often used when searching to include or eliminate properties based on their features.

SOLD INFORMATION: Unpublished Solds – This will be a new subcategory of the Sold Status that will be a place for previously unpublished properties that are now sold and being placed into Paragon for comps. You are required to enter the correct listing and selling date for

these properties. This helps give a more accurate picture of all sold properties and their market time.

Farm and Ranch Data Input Form Instructions

The following are the required fields for Farm and Ranch listings. Please note that some fields in IMLS are informational only and may not necessarily reflect the rules and regulations of all states serviced. Please check your local and state regulations.

STATUS – Choose the status of the listing, new listings should be entered as “New”.

Statuses are as follows:

- Active: Active, New, Back On Market, Contingent Finance, Contingent Sale, Contingent Multiple, Contingent Short Sale and Contingent Other
- Sold: Sold, Unpublished Sold
- Pending, Pending Lease Purchase
- Expired
- Withdrawn: Temporarily Off Market and Cancelled
- Rented

Note- *If a listing changes to an offmarket status (i.e. expired or cancelled) and is re-listed in 30 days or less, it shall come back as BACK ON MARKET, not NEW, unless the listing changes companies. Violation of this policy will result in fines of \$100 - 1st Offense, \$250 - 2nd Offense and \$500 - 3rd offense.*

TYPE – This field allows you to select one option from a list of residential property types. Please choose the property type that most closely matches your listing’s physical characteristics based on the definitions provided. Listings cannot be listed in more than one property type.

- Farm
- Ranch
- Dairy
- Other
- Multi Use

AREA – This field allows you to select one option from a list of available AREAS in our MLS. The listing will be in one (1) area only. Area Maps for all counties served by IMLS are available on the MLS website www.intermountainmls.com and maps for Ada and Canyon County can also be purchased at the MLS office. Also, use the Area Maps link on the Paragon Homepage for reference. The following are the current areas defined by IMLS. Listings outside the areas defined by IMLS should be placed in the Out of Area category.

ADDRESS – Address is a split field that includes three separate fields. Place the house number in the first field, the direction (N, S, E, W, etc.) in the second field and the Street Name in the third field. All street names that contain numbers (such as 1st Street or 52nd Ave.) should use the numerical values for searching consistency. Please enter the address accurately.

CITY – Choose the city that corresponds to the address.

STATE – Choose the proper state from the available drop down menu.

COUNTY– Choose the correct County from the drop down menu.

ZIP CODE – Enter the appropriate 5 digit zip code.

INTERNET

Include – Choose if you do not want your seller’s property to be on the Internet.

Display Address – Choose if you do not want your seller’s property address to be displayed on the internet.

Comments – Choose if you do not want consumers commenting on your seller’s property through IDX or VOW sites.

AVM – Choose if you do not want your seller’s property to be used as part of an Automated Valuation Model (AVM) in IDX or VOW sites.

TYPE OF OWNERSHIP

Fee Simple - the entire and absolute interest property. It is free of any special limitation, condition subsequent or executory limitation. It is the highest and most enlarged estate conferring an unlimited power of alienation (i.e. power to transfer). The private ownership of property (real estate) in which the owner has the right to control, use and transfer the property at will.

Less Than Fee Simple – Properties that do not meet the fee simple definitions.

MAPPING – Pops up a small window that allows you to change or assign the map location of the listing. If no map selected for the listing then the listing will not be available for mapping searches.

FOR SALE/RENT – Select the appropriate selection from the drop-down options.

ASKING PRICE – Enter the list price for the property in whole dollar amounts without punctuation.

RESIDENCE INCLUDED – Select Yes or No if there is a residence included with the property.

LAND SIZE – Select one range value from the available list. Lot size should be based on information available from public records. Number of acres must match the land size selection.

AGE – Select one range value from the available list. Age should be based on year built, not year of remodel or addition. To Be Built and Under Construction should be updated to New once construction is complete.

OF ACRES – Enter the total number of acres in digits up to 2 decimal places (ex. 1.52). This information should be derived from public records whenever possible. Number of acres must match the land size selection. **This is required on all listings.**

ACRES: DEEDED – Indicate the number of acres deeded for the property.

ACRES: CULTIVATED – Indicate the number of acres currently cultivated.

ACRES: IN CROPS – Indicate the number of acres currently in crops.

ACRES: TOTAL LEASED – Indicate the total number of acres leased.

TOTAL DRY ACRES – Indicate the total number of dry acres.

DIRECTIONS – 100 characters free text type to provide property directions. For best results begin from a main intersection and use N, S, E, and W to indicate travel directions most accurately.

EQUIPMENT (Y/N) – Select Yes or No if there is equipment included with the property.

LOCAL IMPROVEMENT DISTRICT - Yes/No field to indicate if the property is located within a local improvement district and subject to LID fees. In many cases Seller's will know this information, otherwise contact the local planning and zoning authority or tax assessor.

FLOOD INSURANCE REQ'D – Yes/No field to indicate whether or not Flood Insurance is required on the listed property. The Seller should know this information but if they do not, flood maps and information are available at www.fema.gov

TAXES – Numeric field to indicate the annual dollar amount of property taxes on the listed property. This information is available from public records.

TAX YEAR – Numeric field to indicate the year for which the taxes are for.

PARCEL NUMBER – Enter the parcel number of the property. This required information is available in public records. Accurate parcel numbers are important as they allow users to cross reference to available public records information. Without the parcel number paragon cannot link the listing to the tax record. **This is required on all listings.**

REO/Banked Owned, In Foreclosure (Possible Short Sale) – Select Yes or No depending on property

FINANCING REMARKS – Enter up to 25 characters of free text information related to the financing options for the property. Examples may include details of owner carry or lease purchase information.

REMARKS – Enter up to 512 characters of free text information related to the property. This field can be used to market unique features regarding your specific listing. Listing specific information is all that is allowed in the remarks section. No agent, office, or marketing information is allowed. Agents should use caution in ensuring that no potential fair housing violations or other offensive language are included. This field is often displayed on public websites.

AGENT REMARKS – Enter up to 512 characters of free text information related either to the property or the transaction. Focus of the information in this field should be on information provided to the agent or broker, not necessarily the public. Some examples might include information about pets in the listing or specific information on the owners. Information on “bump clauses” for listings marked “contingent” should be included in this field as well.

LIST AGENT – Choose the appropriate listing agent from the drop down menu. Agents not active members in good standing with IMLS will not qualify to submit listings to MLS. (If YOU are an agent entering in a listing YOU will be the listing agent and YOU cannot change this field.)

CO-AGENT – Choose the appropriate co-listing agent from the drop down menu. Agents not active members in good standing with IMLS will not qualify to submit listings to MLS.

SELLING AGENT TO PRESENT OFFERS DIRECTLY TO SELLERS – Select Y for Yes and N for No based on list agents preference for how offers should be presented. IMLS rules require

that offers be presented to the listing broker/agent unless specific written permission is given to present them directly to the seller. This field serves as written permission if marked Yes.

VARIABLE RATE COMMISSION – Select Y for Yes and N for No. All listings submitted to MLS with variable rate commissions must be disclosed. This is when the seller agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker, in response to inquiries from potential cooperating brokers, must disclose the differential.

CO-OP BROKER COMPENSATION - The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. By choosing a percentage of the gross selling price
2. By choosing a definite dollar amount.

The \$ or % sign is used to provide ultimate clarity on the actual compensation. It is required to designate either the "\$" or "%" symbols. Simply placing a numerical value and then not selecting a \$ or % could leave doubt regarding compensation amounts and give rise to potential conflict and the listing will not be accepted by paragon.

Co-Op Broker Compensation (yes/no and the \$ amount or percentage). This field is used to identify the compensation offered to another agent or broker that is representing a buyer in either a buyers or sellers agent capacity. If you wish to discriminate between buying and selling agent you must disclose it in the agent remarks (Buyers agent works with a client and Sellers agent works with a customer, see Agency Disclosure Brochure from IREC).

****Please note Selling Agent is not the Listing Agent. MLS Rules state specifically: The Board Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his or her listing 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.*

LIST DATE – The list date in the MLS is the commencement date of the agreement. New listings must be submitted to the IMLS by the next business day after the commencement date of the marketing agreement or any similar agreement to avoid a “lag time” fine.

EXPIRATION DATE – The expiration date is not available for viewing by agents other than the listing agent. It is used to auto expire the listing on the expiration date. There is no grace period for expired listings. It is important that agents get extensions prior to the expiration date. All listings include an expiration date; agents can only see their own expiration dates.

Note- *Manipulating Listing Data to Avoid Cumulative Days on Market (CDOM) or Property History. Violation Amount: \$100 - 1st Offense, \$250 - 2nd Offense, \$500 – 3rd Offense.*

FEATURES: Required: Exclusive Right to Sell/ Agency, SQFT Source, List Class & Construction.

List Class: Exclusive Right to Sell/ Agency – 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. 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.

The features section of our MLS allows users to select as many or as few features as they wish related to the information specific to the property. Users are encouraged to select **every feature that applies** to their listing as the features section is often used when searching to include or eliminate properties based on their features.

SOLD INFORMATION: *Unpublished Solds* – This will be a new subcategory of the Sold Status that will be a place for previously unpublished properties that are now sold and being placed into Paragon for comps. You are required to enter the correct listing and selling date for these properties. This helps give a more accurate picture of all sold properties and their market time.

Business/ Commercial Data Input Form Instructions

The following are the required fields for Business/ Commercial listings

STATUS – Choose the status of the listing, new listings should be entered as “New”.

Statuses are as follows:

- Active: Active, New, Back On Market, Contingent Finance, Contingent Sale, Contingent Multiple, and Contingent Other
- Sold: Sold and Unpublished Sold
- Pending
- Expired
- Withdrawn: Temporarily Off Market and Cancelled
- Rented

TYPE – This field allows you to select one option from a list of residential property types. Please choose the property type that most closely matches your listing’s physical characteristics based on the definitions provided. Listings cannot be listed in more than one property type.

- Agricultural
- Business Opportunity
- Commercial
- Health Care
- Hotel/ Motel
- Industrial
- Land
- Multi- family
- Office
- Other
- Retail
- Shopping Center
- Sport & Entertainment
- Senior Housing
- Special Purpose

ADDRESS – Address is a split field that includes three separate fields. Place the house number in the first field, the direction (N, S, E, W, etc.) in the second field and the Street Name in the third field. All street names that contain numbers (such as 1st Street or 52nd Ave.) should use the numerical values for searching consistency. Please enter the address accurately.

CITY – Choose the city that corresponds to the address.

STATE – Choose the proper state from the available drop down menu.

COUNTY– Choose the correct County from the drop down menu.

ZIP CODE – Enter the appropriate 5 digit zip code.

AREA – This field allows you to select one option from a list of available AREAS in our MLS. The listing will be in one (1) area only. Area Maps for all counties served by IMLS are available on the MLS website www.intermountainmls.com and maps for Ada and Canyon County can also be purchased at the MLS office. Also, use the Area Maps link on the Paragon Homepage for reference. The following are the current areas defined by IMLS. Listings outside the areas defined by IMLS should be placed in the Out of Area category.

SALE/LEASE – Select the appropriate selection from the drop-down options.

MAPPING – Pops up a small window that allows you to change or assign the map location of the listing. If no map selected for the listing then the listing will not be available for mapping searches.

PRICE RATE – Price for the listed property use with PRICE RATE TYPE to define.

PRICE RATE TYPE - Defines how price is listed (i.e.: price, price/sf, price/acre, \$/sqft/year, \$/sqft/month,\$/Amount/month, \$/Amount/year.

REO/Banked Owned, In Foreclosure (Possible Short Sale) – Select Yes or No depending on property

LAND SIZE – Select one range value from the available list. Lot size should be based on information available from public records. Number of acres must match the land size selection.

NUMBER OF UNITS – Enter the number of units for the listed property.

UNITS INFORMATION – Required based on number of units (up to 8). Per unit net approximate square feet, per unit monthly rent.

PROPERTY DESCRIPRTION – Enter up to 512 characters of free text information related to property description.

LOCATION DESCRIPTION – Enter up to 512 characters of free text information related to location.

OF ACRES – Enter the total number of acres in digits up to 2 decimal places (ex. 1.52). This information should be derived from public records whenever possible. Number of acres must match the land size selection. This is required on all listings.

TOTAL BUILDING SIZE (SF) – Indicate the total square feet of the listed property.

USMI- Unit Space Mix Information

RBI- Room or Beds Information

MTI- Major Tenant Information

FEATURES: Required: Exclusive Right to Sell/ Agency, SQFT Source, List Class & Construction.

List Class: Exclusive Right to Sell/ Agency – 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. 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.

The features section of our MLS allows users to select as many or as few features as they wish related to the information specific to the property. Users are encouraged to select **every feature that applies** to their listing as the features section is often used when searching to include or eliminate properties based on their features.

AGENT REMARKS – Enter up to 512 characters of free text information related either to the property or the transaction. Focus of the information in this field should be on information provided to the agent or broker, not necessarily the public. Some examples might include information about pets in the listing or specific information on the owners. Information on “bump clauses” for listings marked “contingent” should be included in this field as well.

PARCEL NUMBER – Enter the parcel number of the property. This required information is available in public records. Accurate parcel numbers are important as they allow users to cross reference to available public records information. Without the parcel number paragon cannot link the listing to the tax record. **This is required on all listings.**

LIST AGENT – Choose the appropriate listing agent from the drop down menu. Agents not active members in good standing with IMLS will not qualify to submit listings to MLS. (If YOU are an agent entering in a listing YOU will be the listing agent and YOU cannot change this field.)

CO-AGENT – Choose the appropriate co-listing agent from the drop down menu. Agents not active members in good standing with IMLS will not qualify to submit listings to MLS.

SELLING AGENT TO PRESENT OFFERS DIRECTLY TO SELLERS – Select Y for Yes and N for No based on list agents preference for how offers should be presented. IMLS rules require that offers be presented to the listing broker/agent unless specific written permission is given to present them directly to the seller. This field serves as written permission if marked Yes.

VARIABLE RATE COMMISSION – Select Y for Yes and N for No. All listings submitted to MLS with variable rate commissions must be disclosed. This is when the seller agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker, in response to inquiries from potential cooperating brokers, must disclose the differential.

CO-OP BROKER COMPENSATION - The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. By choosing a percentage of the gross selling price
2. By choosing a definite dollar amount.

The \$ or % sign is used to provide ultimate clarity on the actual compensation. It is required to designate either the "\$" or "%" symbols. Simply placing a numerical value and then not selecting a \$ or % could leave doubt regarding compensation amounts and give rise to potential conflict and the listing will not be accepted by paragon.

Co-Op Broker Compensation (yes/no and the \$ amount or percentage). This field is used to identify the compensation offered to another agent or broker that is representing a buyer in either a buyers or sellers agent capacity. If you wish to discriminate between buying and selling agent you must disclose it in the agent remarks (Buyers agent works with a client and Sellers agent works with a customer, see Agency Disclosure Brochure from IREC).

****Please note Selling Agent is not the Listing Agent. MLS Rules state specifically: The Board Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his or her listing 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.*

LIST DATE – The list date in the MLS is the commencement date of the agreement. New listings must be submitted to the IMLS by the next business day after the commencement date of the marketing agreement or any similar agreement to avoid a "lag time" fine.

EXPIRATION DATE – The expiration date is not available for viewing by agents other than the listing agent. It is used to auto expire the listing on the expiration date. There is no grace period for expired listings. It is important that agents get extensions prior to the expiration date. All listings include an expiration date; agents can only see their own expiration dates.

SOLD INFORMATION: *Unpublished Solds* – This is a subcategory of the Sold Status that will be a place for previously unpublished properties that are now sold and being placed into Paragon for comps. You are required to enter the correct listing and selling date for these properties. This helps give a more accurate picture of all sold properties and their market time.

Glossary

Subscriber means sales licensees, non-principal Participants, and any other subscribers or employees of Participant who may have access to the IMLS Database subject to the Rules and Regulations and any applicable agreements with IMLS.

Participant means a principal real estate broker or broker in charge. Brokerage means a real estate brokerage firm affiliated with a principal real estate broker or broker in charge.

Board of Directors means the governing board of the IMLS.

Content means Listing Content as used in the National Association's Multiple Listing policies, including the model Rules and Regulations, includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, Drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property when submitted by Participant, excepting Exempted Listings.

Office Exclusive means a Listing which the respective Seller has refused permission to be disseminated by IMLS, or a Listing which is not required to be submitted to the IMLS, in accordance with the Rules and Regulations.

License Agreement means a license agreement entered into between IMLS and Participant, IMLS and a Sales Licensee of Participant, or IMLS and a third party at the request of Subscriber.

Listing means a real estate listing of a Participant in IMLS' multiple listing service.

Listing Agreement means an enforceable, written, and fully executed agreement between Participant and a Seller whereby, among other things, Participant agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided.

IMLS Database means the compilation of Listings, including information for sold properties, known as the IMLS Database, as modified from time-to-time by IMLS, and which, as of the date of this Agreement, is available to Subscriber at intermountainmls.com

IMLS means the Intermountain Multiple Listing Service.

Participant means principal broker (aka Designated REALTOR®).

Rules and Regulations means the IMLS Rules and Regulations established by IMLS, as amended by IMLS from time to time.

Subscriber (aka Sales Licensee or agent) means a real estate sales licensee, agent, or non principal broker who is engaged by Participant as a sales licensee of Participant, either as an employee or independent contractor of Participant.

Vendor means any person or entity which has entered into a License Agreement for display of real estate listings for Participant or a Sales Licensee of Participant.

Non-Participant and/or Subscriber A non-Participant and/or Subscriber is an individual or broker who opts to not join any of the Realtor® Associations. For non-Participant and/or Subscribers, there is a higher participation fee and higher monthly access fee. Non-Participant and/or Subscribers are also unable to access online forms and do not qualify for Circle of Excellence.

Realtor® The Realtor® Subscription is offered to licensed real estate agents who are active Participant and/or Subscribers of the National, state, and local Realtor® Associations. The Realtor® Subscription allows agents to have full access to the IMLS system and lease the electronic lockbox keys.

Appraiser Appraiser Subscription is offered to Licensed Certified Residential Appraisers and Certified General Appraisers who are active Participant and/or Subscribers of the National, state, and local Realtor® Associations. Appraisers are able to perform all searching abilities, but do not have the capability to edit listings. Appraisers are also able to lease the electronic lockbox keys. Registered Appraiser Trainees are not eligible for a full appraiser subscription.

Appraiser Trainee Appraiser Trainee Subscription is offered only to Registered Appraiser Trainees whose appraiser supervisor is already a Participant and/or Subscriber of the IMLS.

Trainees are not required to join a Realtor® board. Appraiser Trainees are able to perform all searching activities, but do not have the capability to edit listings. Trainees are also unable to lease lockbox keys.

Administrative Administrative Subscription is open to licensed and unlicensed personal assistants and office staff of real estate brokerages. The Administrative subscription is intended for assistants and staff who need to maintain listings for Realtors®. Unlicensed administrators are not required to join the Realtor® boards. All administrators are unable to lease lockbox keys.