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Notice of Amendments to MLS Rules & Regulations

At their February 2019 and April 2019 meetings, the Board of Directors approved recommendations from the MLS Committee to incorporate NAR-mandated language into our local MLS Rules, as well as a local clarification that the list price cannot be modified after an offer has been accepted. These amendments have now been incorporated into the MLS Rules and accomplish the following:

1. Clarify that the list price cannot be modified after an offer has been accepted.
2. Incorporate NAR-mandated amendments to:
 - Upon request by the cooperating broker, require the listing broker to provide written affirmation that the offer has been submitted to the seller OR that the seller waived the listing's broker's obligation to present the offer.
 - Provide a dispute resolution mechanism for complaints alleging the unauthorized use of listing content (i.e., photos), including a prohibition of Participants taking legal action against another Participant for alleged MLS Rules violations unless the complaining Participant first uses the remedies provided in the MLS Rules.
 - Clarify the representations and warranties Participants make when submitting listing content to the MLS, including the Participant's agreement to defend and hold harmless the MLS and other Participants from liabilities taken when submitting listing content to the MLS.

Questions? Contact MLS Director Tonya Bell at 423.698.8001 or tonya@gcar.net.

The amendments are presented below in the order in which they are located in the full [MLS Rules](#).
Strikethroughs indicate deletions; Underlines indicate additions.

Section 1.7. Listing Price Specified. The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction. Once an offer has been accepted, the list price should not be modified unless the purchase contract has been terminated.

Rationale for the above: To maintain the integrity of the MLS data, specifically the list price (prior to an offer being accepted) versus sold price and to discourage the misleading and potentially fraudulent practice of modifying the list price to support the buyer's loan amount and/or marketing listings as having sold for X% of the list price.

Section 2.3. Right of Cooperating Broker in Presentation of Offer. The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to

control the establishment of appointments for such presentations. Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

Section 9.3. Complaints of Unauthorized Use of Listing Content. Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.

Upon receiving a notice, the MLS Committee will send the notice to the Participant who is accused of unauthorized use. Within ten (10) days from receipt the Participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the MLS Committee that the use is authorized. Any proof submitted will be considered by the MLS Committee and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the MLS Committee determines that the use of the content was unauthorized, the MLS Committee may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and /or stop the use of the unauthorized content within ten (10) days after the transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing and appropriate sanction.

If after ten (10) days following transmittal of the MLS Committee's determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

Section 9.4 MLS Rules Violations. MLS Participants may not take legal action against another Participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

Section 11. Ownership of the MLS Compilation and Copyright. By the act of submitting any property listing content to the MLS, the Participant represents and warrants that he or she is fully has been authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license authority for the ~~MLS~~ to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recording, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Each Participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.