

# Rule Changes

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California Regional Multiple Listing Service, Inc.



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CRMLS.ORG | 800.925.1525

Effective November 1, 2019

## CRMLS RULE CHANGES – OCTOBER 2019

### Citation Policy Changes:

Remove from the Citation Policy Rule 7.9.

Modify language for Rule 7.8 Summary to read: “Failure to timely input a required listing or exclusion form”

Separate items for Rules 12.8 and 12.8.1(a). Fines for both items to be \$1500.

Reduce fine amount for Rule 14.4(a)/4.7 from \$500 to \$250.

### Rules and Regulations Changes:

#### **Addition of new:**

**Rule 4.11: Subject to MLS Rules.** By becoming and remaining a Participant, Subscriber or Clerical User, each Participant, Subscriber and Clerical User agrees to be subject to these MLS Rules and regulations.

**Rule 11.11: Pursuing Complaints of Unauthorized Use of Listing Content.** MLS Participants and Subscribers may not take legal action against another Participant or Subscriber for alleged rules violation(s) unless the complaining Participant or Subscriber has first exhausted the remedies provided in these rules.

a) Notice. Any Participant or Subscriber who believes another Participant or Subscriber 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 or Subscriber 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 of the MLS rules.

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

c) Determination. If the Committee/Board of Directors determines that the use of the content was unauthorized, the Committee/Board of Directors may issue sanctions pursuant to the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after 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 an appropriate sanction.

d) Court Action If Uncured. If after ten (10) days following transmittal of the Committee’s/Board of Director’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.

**Rule 14.4, subsection (c): Duty to Correct and Cooperate.**

c) Any fines levied against a Participant under this Section as a result of the actions of a Subscriber under the Participant may be transferred to an appropriate manager under the Participant at Participant's discretion. Copies of all notices related to such fines shall be retained by the Participant.

**Revisions to:**

**11.5.1(a) Mandatory submission Photograph/Rendering.**

a) At least one photograph or rendering accurately depicting a substantial portion of the exterior of the subject property must be submitted to the MLS within ~~five~~ two days of entry of listing and must remain in the listing at all times for all statuses.

**11.10 Indemnification; Limitation of Liability.** Participant and Subscriber shall defend, indemnify and hold harmless the service and every other Participant and Subscriber ~~from~~ from and against any liability ~~incurred by the MLS~~, claims, costs, damage or losses, including reasonable attorney fees and court costs, resulting from or arising out of any content Participant and/or Subscriber submit to or in any way wrongfully reproduce from the Service. In no event will the MLS be liable to any MLS Participant, Subscriber or any other party for any indirect, special or consequential damages arising out of any information published in the MLS and all other damages shall be limited to an amount not to exceed the MLS fees paid by the Listing Broker.