

BYLAWS

WILLAMETTE VALLEY MULTIPLE LISTING SERVICE (Oregon Non-Profit Corporation)

1. **Name.** The name of this corporation is "SALEM MULTIPLE LISTING BUREAU" doing business as "WILLAMETTE VALLEY MULTIPLE LISTING SERVICE," hereinafter referred to as "WVMLS."
2. **Purposes.**
 - a. **General.** The purposes for which this Corporation is organized are to engage in any lawful activity, none of which is for profit, for which corporations may be organized pursuant to the Oregon Non-profit Corporation Act.
 - b. **Specific.** The specific purposes for which WVMLS is organized is to promote business, to form closer cooperation among licensed Oregon principal real estate brokers, real estate brokers, and appraisers, and to provide service to the public. Its function shall be to make available to each Member all real properties including manufactured homes (dealer license may be required) and all business opportunities listed for sale or exchange with WVMLS.

The following principle underlies every Rule, every decision, and all conduct of WVMLS and its Members: WVMLS is designed to expedite the sale of real estate and business opportunities, with due regard to the rights of the public, the listing office, and the selling office.

3. **Membership.**
 - a. **Membership Classifications.**
 - i. **Designated Member, hereafter referred to as "Member"** shall be:
 1. Individuals holding a current, valid, Oregon real estate license that are qualified to conduct real estate brokerage under Oregon real estate law, capable of accepting and offering cooperation and compensation to and from other Members -or-
 2. Individuals holding a current, valid license with the Oregon Board of Appraisers.
 - ii. **Non-Designated Member.** A Member who transfers his/her license to the office of another Member shall be considered to hold an active Non-Designated Membership, and as such be subject to all governing Bylaws and Rules. Should the Non-Designated Member subsequently transfer his/her license back to operate under its original Member status, this may be accomplished without penalty, provided the Non-Designated Member maintained an uninterrupted connection with WVMLS as an active licensee in a Member's office. The rights and obligations of Non-Designated Members are identical to those of Designated Members, except as set out in Section 3(h).

- b. Membership Eligibility. Only individual real estate brokers and individual appraisers who are duly licensed by and in good standing with the State of Oregon are eligible for membership. Membership in WVMLS shall be personal and individual and shall not be sold, leased, mortgaged, transferred, bequeathed or assigned, in whole or in part.
- c. Membership Application. Application for membership shall be made in such manner and in such form as may be prescribed by the Board of Directors.

An application for membership shall be considered by the Board of Directors when:

- (1) the application is signed by the prospective member and the applicant is applying for the correct membership classification;
- (2) the prospective member has acknowledged that he or she has received and read these Bylaws, and all then-current Rules of WVMLS;
- (3) the prospective member, and all licensees affiliated with the prospective member, agree to abide by these Bylaws, and all current and future Rules of WVMLS, as may be adopted or amended from time to time;
- (4) the prospective member agrees that all disputes and controversies arising between the Members of WVMLS shall be resolved in accordance with the terms of the Application for Membership.
- (5) the prospective member agrees that all ethical and disciplinary actions initiated by the Board of Directors against a Member shall be heard by the Board, or its committee established for that purpose and such hearing shall be held in accordance with the procedures set forth in the Procedures for Ethics and Disciplinary Hearings.

- d. Voting Rights.

Members in good standing and whose non-refundable admission fees are paid in full shall be entitled to vote and to hold elective office in WVMLS.

- e. Resignation. Any Member of WVMLS in good standing may honorably resign from membership by filing and complying with the written resignation form approved by WVMLS. The resignation of a Member does not relieve the Member from any obligations incurred or commitments made prior to resignation. If at the time of the Member's resignation there is any arbitration matter pending between the resigning Member or his or her licensees and any other Member of WVMLS, the resigning member shall continue to be subject to the requirement to arbitrate until the matter is resolved by a final order of the arbitrator issued or any appeal therefrom has been resolved. If there is any alleged violation of any Bylaws provision or Rule pending with respect to the resigning Member or his or her licensees, the Member shall be subject to these rules with regard to that alleged violation until the matter is dismissed or the resigning Member or his or her licensees has complied with the findings and orders of the Board of Directors.

- f. Emergencies
In the event of the death of a Member, the Board of Directors shall be vested with emergency power to provide necessary WVMLS service to said Member's office until a new Member shall qualify for WVMLS services or until WVMLS terminates said Membership.

- g. Inactive Status
Any Member may be granted Inactive Status for no less than 6 months, nor more than 24 months. A reactivation request prior to the 6 month period will result in a penalty of the monthly service fees for any period less than 6 months and a reactivation fee as determined by the Board of Directors by Rule. Any Member who is inactive for a period of 24 months or more shall be deemed resigned from membership and, to reactivate, will require a new membership application as though no prior membership had existed, including a new non-refundable admission fee.

- h. Dues
 - i. Each Member shall pay periodic dues in an amount to be determined by the Board of Directors.

 - ii. Each Member shall pay an additional amount, to be determined by the Board of Directors, for each licensee (including each Non-Designated Member) affiliated with the Member.

 - iii. No Member or licensee affiliated with a Member who owes WVMLS any monies shall receive services until all delinquent sums have been settled to the satisfaction of the Board of Directors, even though such Member or licensee may have transferred his or her license to another Member.

- i. Member in Good Standing. References in these Bylaws to a "Member in good standing" are to those Members at any given time, whether Designated or Non-Designated, who have paid in full all amounts due to WVMLS and are not delinquent in carrying out any duty under these Bylaws or the Rules.

4. Board of Directors.

- a. Powers.
 - i. General. The Board of Directors shall have all powers provided by the Oregon Non-Profit Corporation Act which are not reserved in the Bylaws for the Members, including without limitation the power to make rules, amend rules, interpret rules, establish sanctions for violation of rules, and to enforce rules once duly adopted.

 - ii. Specific. The Board of Directors has the power to employ an Executive Vice President, and to prescribe the duties and fix the compensation of the Executive Vice President; to determine and assess monthly dues to be paid by each Member, and to establish and enforce Rules relative to the conduct of WVMLS within the scope of these Bylaws and such other Rules as may be promulgated.

- b. Election of Directors. The governing body of WVMLS shall be a Board of Directors of nine Members. Initially three of such Members shall be elected for a term of one year; three for a term of two years; three for a term of three years. Thereafter, three Members shall be elected to the Board of Directors for successive 3-year terms. Only one Member per real estate organization may serve on the Board of Directors at one time. For purposes of this section, “real estate organization” means an entity consisting of all offices under common ownership or control. Elections shall occur according to the following procedure:
- i. No more than 45 and no less than 30 days in advance of the Annual Meeting, WVMLS shall publish to the Members and Non-Designated Members the names of the slate of candidates to fill expiring directorships created by the Nominating Committee and the date, time, and location of the Annual Meeting.
 - ii. Any Member in good standing may petition to have his or her name added to the ballot for election of Directors, provided he or she obtains the signatures of Members in good standing representing no fewer than 10 percent of all Members in good standing on a petition seeking to add his or her name to the ballot, and delivers the petition and signatures to WVMLS no less than 15 days before the scheduled date of the Annual Meeting. The Board of Directors shall exercise reasonable discretion in determining whether a Member has satisfied the requirements of this paragraph.
 - iii. No less than 10 days before the scheduled date of the Annual Meeting, WVMLS shall publish to the Members the names of all candidates who will appear on the ballot, both those selected by the Nominating Committee and any who have successfully petitioned to appear on the ballot.
 - iv. At the Annual Meeting, the ballot for election of expiring directorships shall consist of the name of each candidate, including those selected by the Nominating Committee and any who have successfully petitioned to appear on the ballot, with a place or means for each Member to select a number of candidates up to the total number of expiring directorships. In the event the number of candidates on the ballot equal the number of expiring directorships, then the election may be conducted by voice vote rather than by ballot cast.
 - v. The total of votes cast for each candidate shall be tallied. Ballots with fewer votes cast than there are expiring directorships shall be counted. Ballots with more votes cast than there are expiring directorships are spoiled and shall not be counted.
 - vi. So long as there is an open Director position, the candidate with the highest number of votes is elected to the Board of Directors. This process continues until all the open Director positions are filled.
 - vii. The President, with the approval of the Board of Directors, shall appoint an Election Committee with two (2) Members to conduct the election. In case of a tie vote, the issue shall be determined by lot.

- c. Vacancies. The Board of Directors may fill any vacancy occurring in the Board of Directors, whether because of resignation, retirement, removal, or any other reason; the Director so selected shall fulfill the remaining term of the departing Director.
- d. Quorum. A majority of the Board of Directors in office shall be necessary as a quorum for the conduct of any business, whether at an annual, regular or special meeting of Board of Directors.
- e. Conflict of Interest. A Director has a conflict of interest with respect to any matter before the Board if such Director has either a direct or indirect financial interest in the matter which is distinct or different from that of the general membership. A Director with a conflict of interest may not be counted for purposes of determining a quorum, may not participate in the Board's deliberations on the matter and may not vote on the matter; provided, however, the Board may waive any conflict of interest if the Director with the conflict of interest has fully disclosed all material facts constituting the conflict of interest to the Board and the Board, after said disclosure, determines that said Director's participation in the matter before the Board is fair to WVMLS. A Director with a conflict of interest may not take part in the vote of the Board which would waive the conflict.
- f. Removal. The Board of Directors, at a duly-called meeting, may remove any Director with or without cause by a vote of no less than two thirds of its members present and voting. The notice of such meeting must identify any Director(s) subject to removal at that meeting.
- g. Waiver of Notice. Attendance of a Director at a meeting shall constitute a Waiver of Notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to any action taken at the meeting. A waiver of notice signed by the Director or Directors, whether before or after the time stated for the meeting, shall be equivalent to the giving of notice provided, however, that the waiver specifies the meeting for which notice is waived and is filed with the minutes of corporate records.
- h. Action Without a Meeting. Any action required or which may be taken at a meeting of the Directors may be taken without a meeting if the action is taken by all Members of the Board of Directors. The action shall be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes or filed with the corporate records reflecting the action taken. Any action taken under this section is effective when the last Director signs the consent, unless the consent specifies an earlier or later effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

5. Officers.

- a. Number of Officers. The officers of WVMLS shall be the President and the President Elect, who shall be selected from the Board of Directors. The Executive Vice President shall serve as Secretary-Treasurer.
- b. Duties.
 - i. The President. The President shall preside at all meetings of the Members of WVMLS and of the Board of Directors.
 - ii. President Elect. In the absence of the President, the President Elect shall perform the duties of the President.
 - iii. The Secretary-Treasurer. The Secretary-Treasurer shall be custodian of the records of WVMLS; shall keep a faithful record of the proceedings of WVMLS and of the Board of Directors; shall receive and be custodian of all monies of WVMLS and shall make such reports as the Board of Directors may require. The Secretary-Treasurer shall cause the books and records of WVMLS to be audited annually by an independent Certified Public Accountant, to be appointed by the Board of Directors, and shall submit said auditor's report to the Members at the regular annual meeting. Said auditor's report shall include a balance sheet and an operating statement based on the accrual method of accounting.
- c. Election and Term of Office. The President and the President Elect shall be elected by the Board of Directors from its nine Members to serve for a term of one year. The election shall take place at the first Board of Directors meeting following the annual general membership meeting.

6. Committees.

- a. Executive Committee. Shall consist of the President, President Elect and Secretary/Treasurer. Between meetings of the Board of Directors, the Executive Committee may exercise any power of the Board of Directors provided 1) the Board of Directors has not specifically reserved that power from the application of this section; 2) the Executive Committee believes in its reasonable judgment that the exercise of power is necessary and that any delay will result in injury or harm to WVMLS or the Members; and 3) the Executive Committee takes action by unanimous vote. The Board of Directors may delegate any other powers it chooses to the Executive Committee.
- b. Bylaws Committee. The Bylaws Committee shall consist of any number of persons appointed by the President with approval of the Board of Directors. The Bylaws Committee shall meet at least once in each calendar year to review possible changes to WVMLS Bylaws. The Bylaws Committee shall make a written report to the Board of Directors of its recommendations.

- c. Nominating Committee. The Nominating Committee shall consist of three (3) persons appointed by the President with approval of the Board of Directors. No less than 45 days before the scheduled date of the Annual Meeting, the Nominating Committee shall propose a slate of candidates to fill any vacant Director seats. The Nominating Committee shall make a written report to the Board of Directors of its recommendations.
- d. Other Committees. The President with approval of the Board of Directors shall appoint committees as are deemed necessary from time to time. Each of these committees shall have the authority and obligations vested in it by the resolution of the Board of Directors establishing it or appointing its members.

7. Non-Refundable Admission Fee.

A non-refundable admission fee in an amount determined by the Board of Directors shall be paid to WVMLS. No part of this admission fee will be refunded.

8. Meetings.

- a. Annual Meeting. The annual meeting of WVMLS shall be held in the month of June of each year at the time and place appointed by the Board of Directors.
- b. Special Meetings. Special meetings of WVMLS may be held at any time and at any place at the call of the President or by order of the Board of Directors or on the written request of 25 percent of the Members of WVMLS in good standing. The record date for Members entitled to demand a special meeting shall be the date that the first Member signs the demand.
- c. Quorum. Twenty-five percent of the number of Members (Designated and Non Designated) of WVMLS, present and in good standing at any duly called meeting, shall constitute a quorum.
- d. Notice. The place, date and time of each annual meeting and each special meeting shall be determined by the Board of Directors. Members shall be given notice no less than seven calendar days prior to the meeting date. The contents of the notice shall comply with ORS Chapter 65 regarding notices of meetings.
- e. Board of Directors Meetings. Meetings of the Board of Directors shall be held at least monthly and at any time at the call of not less than three Members of the Board of Directors. Notice shall be given of Board of Directors meetings to Members of the Board of Directors as provided in ORS Chapter 65.

9. Discipline. Failure to abide by and perform in accordance with the governing documents of WVMLS, or failure to abide by and perform in accordance with the findings and orders of the Board of Directors, may subject a Member to one or more of the following disciplinary measures:

- a) Fine; and/or
- b) Reprimand; or
- c) Suspension of Services; or
- d) Suspension of Membership
- e) Termination of Membership; or
- f) Other disciplinary action as appropriate.

10. Dispute Resolution and Disciplinary Proceedings.

- a. Disputes between Members. All claims controversies or disputes (including all contract claims, tort claims, claims for fees or commissions, or any combination thereof) between or among Members of WVMLS, including licensees affiliated with a Member, which arise in connection or association with such Members' membership in WVMLS shall be resolved by arbitration. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The party not prevailing in arbitration shall pay each prevailing party's reasonable attorney's fees, which shall be fixed by the arbitrators in their award and by the court or courts in which any exceptions to the award, including any appeal thereof, are tried, heard or decided. In the event a dispute arises as to the applicability of the arbitration requirement, the arbitrator(s) assigned to the dispute shall have the sole authority to determine arbitrability.
- b. Disputes Between Members and WVMLS. All claims, controversies or disputes, other than disciplinary proceedings conducted by the Board, between Members and WVMLS which arise in connection or association with membership in WVMLS shall be resolved in the same manner as disputes between Members, as set forth above in Section 10a.
- c. Disciplinary Actions. The Board of Directors shall adopt Rule Enforcement Procedures to deal with any alleged violation of these Bylaws or Rules of WVMLS. The Board of Directors may adopt any procedures reasonable in its judgment, and may amend those procedures from time to time in its discretion. Under the Rule Enforcement Procedures, Members may be sanctioned with fines, the imposition of remedial conduct, and suspension or termination of membership. Decisions of the Board of Directors regarding all appeals are final and not subject to further appeal.

11. Confidentiality. Members shall share the following information only with individuals expressly entitled to receive it under the rules and policies of WVMLS: WVMLS computer passwords, lockbox access devices, or access to WVMLS databases. All information received from the WVMLS should be utilized with discretion by the Member. Said use is not to be in conflict with WVMLS Bylaws and Rules.

- a. The WVMLS may provide information to banks, savings and loan institutions, title companies, appraisers and official agencies who subscribe to WVMLS and who pay a fee set by the Board of Directors. Such approved entities are considered an integral part of the real estate business and are permitted to use the information WVMLS provides only for purposes expressly provided in WVMLS's rules and the subscription agreements approved by the Board of Directors.

- b. Nothing in the foregoing paragraphs shall prohibit a Member of WVMLS from cooperating with non-members on the Member's own listings, provided the non-members are duly licensed real estate brokers.

12. Amendments.

These Bylaws may be amended at any Annual Meeting of the membership of WVMLS or at any special meeting called for the purpose of amending these Bylaws, by vote of the majority of the Members present and voting (a quorum being present).

13. Indemnification, Insurance, and Limitation of Liability.

WVMLS shall indemnify those persons serving or who served as Directors or Officers of the corporation against any liability, judgment, fine or expense, including attorneys' fees, to the fullest extent permissible under the Oregon Non-Profit Corporation's Act, as the same exists or may be amended from time to time.

a. Definitions.

(1) The terms "Indemnified Person" shall mean any person who is or was:

- (a) a director, officer, member of a committee, employee, or to the extent authorized by the Board of Directors in any specific case, an agent of WVMLS;
- (b) a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of WVMLS;
- (c) serving at the request of WVMLS as a director, officer, or fiduciary of an employee benefit plan of another Corporation, partnership, joint venture, trust, or other enterprises, whether or not serving in such capacity at the time any liability or expenses incurred for which indemnification or advancement of expenses can be provided under this heading.

(2) The term "Proceeding" shall include any threatened, pending, or completed action, suit or proceeding, whether brought in the right of WVMLS or otherwise and whether of a civil, criminal, administrative, or investigative nature, in which an Indemnified Person may be or may have been involved as a party or otherwise by reason of the fact that the person is an Indemnified Person.

- b. Indemnification. WVMLS shall indemnify to the fullest extent allowed by law any Indemnified Person who was or is a party, or is threatened to be made a party to any Proceeding, against all expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnified Person in connection with the Proceeding.

- c. Insurance. WVMLS is authorized to purchase and maintain in effect a policy or policies of insurance covering any liability of Trustees, officers, committee Members, employees and agents of WVMLS, regardless of whether WVMLS would have the power to indemnify such persons against the liability so insured.
- d. Limitation of Liability. The civil liability of Trustees, officers and executive board Members shall be limited to the fullest extent permitted under the Oregon Nonprofit Corporation Act.
- e. Advancement of Expenses. Expenses incurred by an Indemnified Person in defending a Proceeding shall, in all cases, be paid by WVMLS in advance of the final disposition of such Proceeding at the written request of such Indemnified Person, if the Indemnified Person furnishes WVMLS with the following:
 - (1) A written affirmation of the Indemnified Person's good faith belief that he or she is entitled to be indemnified by WVMLS under this Article or under any other indemnification rights granted by WVMLS to him or her; and
 - (2) A written undertaking by or on behalf of him or her to repay such advance to the extent it is ultimately determined by a court that he or she is not entitled to be indemnified by WVMLS under this Article or under any other indemnification rights granted by WVMLS to him or her. Such advances shall be made without regard to the Indemnified Person's ability to repay such advances and without regard to the Indemnified Person's ultimate entitlement to indemnification under this Article or otherwise.
- f. Non-Exclusivity and Continuity of Rights. The indemnification and entitlement to advancement of expenses provided by this Article are not exclusive of any other rights to which an Indemnified Person may be entitled under the Articles of Incorporation or any statute, agreement, general or specific action of the Board of Directors, or otherwise. Such indemnification and entitlement to advancement of expenses provided by this Article shall continue as to a person who has ceased to be a person described within the definition of Indemnified Person, shall inure to the benefit of the heirs, executors and administrators of such an Indemnified Person, and shall extend to all claims for indemnification of advancement of expenses made after the adoption of this Article. WVMLS may enter into agreements to indemnify any Indemnified Person.
- g. Amendments. Any repeal of this Article shall be only prospective and no repeal, amendment or modification hereof shall adversely affect the rights under this Article in effect at the time of the alleged occurrence of any act or omission to act that is the cause of any Proceeding.

14. Rules of Order.

The edition of Robert's Rules of Order adopted by the Board of Directors shall be recognized as the authority governing all meetings and conferences when not in conflict with the Bylaws of WVMLS.

15. Dissolution.

Upon the dissolution of this Service, the Board of Directors, after providing for the payments of all obligations, shall distribute any remaining assets to any other not for profit or nonprofit, tax-exempt organization.

16. Fiscal Year.

The fiscal year shall be the calendar year.

WILLAMETTE VALLEY MULTIPLE LISTING SERVICE

RULES

PURPOSE

Rules serve the purpose of developing guidelines and standards for WVMLS's internal operations and apply only to the extent of and in full compliance with all applicable governmental statutes, ordinances and regulations. Rules may be approved by the Board of Directors on a continuing basis as needed and become effective upon adoption by the Board of Directors.

COMMITMENT TO FREE TRADE & COMPETITION

WVMLS does not and will not establish or maintain fixed or recommended rates of commission, listing terms, or services provided to principals. Rates of commission, listing terms, and services provided to principals are a matter of negotiation between the principal and the principal agent. WVMLS will not interfere in those negotiations or inhibit in any way the freedom of the parties to negotiate. WVMLS will not collect or publish information regarding the gross commission (commission paid by seller to Listing Broker). WVMLS does not recommend or establish rates of compensation between Members.

DEFINITIONS

Member. For the purposes of these Rules, "Member" shall refer to Designated and Non-Designated Members as defined in the WVMLS By-Laws and, as applicable, any licensee, employee or other contractor affiliated with Designated or Non-Designated Members. (See Attached Application for Membership and Service Agreement)

Exclusive right to sell listing. A listing contract under which the Member (Listing Broker) becomes the agent of the seller and the seller agrees to pay a commission to the Listing Broker if the property is sold during term of the listing contract, regardless whether the property is sold through the efforts of the Member, the seller, or anyone else.

Exclusive agency listing. A listing contract under which the Member (Listing Broker) becomes the agent of the seller and the seller agrees to pay a commission to the Member if the property is sold through the efforts of any real estate broker; if the property is sold solely through the efforts of the seller, the seller is not obligated to pay a commission to the Member.

Open listing. A listing contract under which the Member (Listing Broker) becomes the agent of the seller and the seller agrees to pay a commission to the Member only if the property is sold through the efforts of the Member; if the property is sold through the efforts of the seller or of another real estate broker, the seller is not obligated to pay a commission to the Member.

Net listing. A listing contract under which the Member (Listing Broker) agrees to sell the seller's property for a set minimum price; any amount obtained over the minimum is retained by the Member as commission.

Business day. Refers to a day other than Saturday or Sunday or a federal or State of Oregon legal holiday.

Rule 1. Listing Agreement.

- a) **Filing Requirements.** All exclusive right to sell and exclusive agency listing agreements shall be filed with WVMLS prior to being publicly advertised (as defined by OAR 863-015-0125(1) and within 2 business days of the listing being executed by all parties. *(Amended 12/5/19)*
- b) **Published Listings.** Members are free to enter into any legal type of listing agreement. WVMLS shall publish only exclusive right to sell listing agreements and exclusive agency listings. The listing type shall be clearly identified when submitting a listing to WVMLS and will be published accordingly. Listings subject to auction shall be published provided it is clearly explained in the "Public Remarks" section the terms under which an auction may be held. Only legible and complete documents shall be published.
- c) **Exceptions to Publicly Published Listings.** The listing will not be published if:
 - i. An owner names one or more individuals or entities as exemptions in the listing agreement.
 - ii. An owner requests a listing be published as "PRE" status. Such listings will be viewable by WVMLS Members and staff only, and not released publicly. (See Rule 1(g)vi)
Any subsequent change to the owner's request must be by written instruction from the owner via a WVMLS Change Order form. *(Amended 8/1/17)* (See Attached Change Order form)
- d) **Duplicate Publication.** A listing may be submitted to WVMLS for publication under more than one property type, property class, or area, not to exceed 2 (two) total publications per listing. Other duplicate publication requests (such as more than one city) will not be approved. Duplicate listings (both) must be submitted directly to WVMLS for approval and entry. The fee for duplicate publication will be determined by WVMLS.
- e) **Listing Entry.** Listings shall be submitted directly to WVMLS for entry. Listing entry and maintenance privileges may be extended to Designated Members, (or their affiliated licensees or employees with Designated Member approval) upon execution of a Listing Maintenance Agreement and successful completion of a required training course offered by WVMLS. Designated Member is responsible for all listings entered or maintained by affiliated licensees or employees, as well as for notifying WVMLS immediately should the licensee or employee be removed or leaves the Member's supervision. Listing maintenance privileges may be suspended or revoked by WVMLS. Duplicate listings (both) must be submitted directly to WVMLS for approval and entry regardless of the Member's listing entry privileges. *(Amended 7/26/12)* (See Attached Listing Maintenance Agreement)
- f) **Listing Forms.** A listing agreement form will be made available by WVMLS and revised from time to time by the WVMLS Board of Directors. A listing agreement shall consist of a Listing Contract, a Listing Profile, and Authorizations & Disclosures. Only the Listing Profile and Authorizations & Disclosures should be submitted to WMVLS for listing publication. Any other form may be used so long as it meets the minimal requirements (required fields) on the WVMLS Listing Profile and it is submitted with the required WVMLS Authorizations & Disclosures.

g) **Listing Status.** Published listings shall show one of the following:

- i. Active (ACT) - Active listing, available for cooperation and compensation.
- ii. Active Under Contract (ACT-UC) - Active listing with an accepted contract subject to contingencies such as financing, inspections, etc., available for cooperation and compensation.
- iii. Active Bumpable (ACT-BMP) – Active listing with an accepted contract subject to a performance obligation such as the sale of another property or right-of-refusal contingency, and available for cooperation and compensation. *(Amended 12/5/19)*
- iv. Pre-Listing (PRE) Pre-active listing, not currently active in WVMLS, available for cooperation and compensation, but not released publicly. Pre-Listings will not be submitted by WVMLS to IDX sites, Internet Marketing / Syndication sites, RETS feeds, or Paragon Contact Manager processes. PRE status listings may be marketed by the listing broker or listing office as directed by seller.
- v. Pending (PND) - Listing with an accepted offer awaiting closing.
- vi. Sold (SLD) - Listing with a recorded sale.
- vii. Expired (EXP) - Contract has expired, at which time the owner and property become subject to general solicitation by other Members. Expired listings may be renewed by filing a change order form with WVMLS signed by the Member and the owner.
- viii. Terminated (TRM) - Termination occurs upon direction of the Listing Member. Owner and property are subject to general solicitation by other Members.
- ix. Withdrawn (WTH) - Listing has been Withdrawn at owner's written request, with mutual agreement by Listing Broker. Listing will not be marked Active in WVMLS and will no longer be actively syndicated. Listing must not be marketed or shown, Must not be relisted until the original listing contract period has expired, Must not be solicited by other Members until the original listing contract period has expired, and Must be reported immediately on WVMLS Change Order form. Change order form must be signed by Owner/Authorized Signer and Designated Member.
(Amended 12/5/19)

All listings must reflect the current status at all times as outlined in Rule 3. WVMLS reserves the right to correct listing status as needed. *(Amended 8/1/17)*

- h) **Solicitation.** No Member or any real estate licensee of a Member shall solicit another Member's listings published by WVMLS until the prior listing has expired or terminated, or as outlined in section Rule 1(f), Listing Status. This shall also apply to Members and their licensees when purchasing property for themselves.
- i) **Edit/Removal.** WVMLS does not approve or disapprove the content of any listing information. However, WVMLS reserves the right to edit listings when appropriate to comply with WVMLS Rules or when, in the judgment of WVMLS, content may compromise the safety or liability of its members. WVMLS reserves the right to remove listing records that violate the Rules or applicable law in the judgment of WVMLS, but will not otherwise remove, delete, or purge listings. The removal of listing detail/images that diminishes the content quality or accuracy of the listing is strictly prohibited. *(Amended 7/26/12)* (See Attached Listing Maintenance Agreement)
- j) **Joint listings/Co-Listing.** If two or more Members are joint Listing Brokers on a single listing contract, they must select from among them one to submit the listing to WVMLS. The second broker will be published by WVMLS as the Co-Listing Broker. In the event there are more than two co-Listing Brokers, the "private remarks" on the listing submitted must identify any other Listing

Broker Members. In the event that a Member lists a property jointly with a real estate brokerage that is not a Member, the Member must submit a copy of the listing contract, naming all brokerages as Listing Brokers, to WVMLS.

- k) **Personal/Company Self-Promotion.** There shall be no personal or company promotional information or confidential seller information entered into the public portions of published listings. Personal or company promotional information includes (but is not limited to): agent name (including co-lister name), company name, phone number, e-mail or Internet site address, or other contact information. Public portions of a listing include: Public Remarks, images, Virtual Tours and any other field which appears on a standard Client Detail report for each property class. *(Amended 7/26/12)*
- l) **Photo/Image.**
- i. Primary photo is required and must be an exterior view. *(Amended 8/23/18)* (See also: Rule 1n. Listing Data.)
 - ii. In uploading images, Member represents and warrants to WVMLS that: (a) Member holds all the necessary rights, licenses and/or clearances to provide and use; (b) that image(s) are accurate and reasonably representative; (c) that image(s) do not and will not infringe or misappropriate any third party rights (including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights) or constitute a fraudulent statement or misrepresentation or unfair business practice and that (d) Member shall be responsible for payment of any third party fees related to the provision and use of submitted images.
 - iii. WVMLS shall be granted permission to use, disseminate, modify, remove, and/or retain images, in perpetuity, and in accordance with the Bylaws and Rules.
 - iv. Members may NOT use WVMLS listing images on subsequent listings except as set forth in Rule 1m. sub(b) above AND with permission from the original submitting Member (or copyright holder as can be reasonably ascertained by WVMLS).
 - v. Photos must not include Personal or Company self-promotion.
 - vi. Photos shall be submitted within 2 business days of listing submission or sanctions may be incurred. *(Amended 12/5/19)*
 - vii. The removal of listing detail/images that diminishes the content quality or accuracy of the listing is strictly prohibited.
 - viii. WVMLS is not liable for listing images inadvertently deleted or superseded by other images, but will make every effort to prevent it. *(Amended 10/23/14)*
- m) **Showing Availability. All listings are considered to be available for cooperation with other** Members upon execution of a listing agreement. A Member must permit potential cooperating brokers to show an active listing unless “Do Not Show” is marked in the Showing Instructions field. Listings marked Do Not Show in showing instructions **must not be shown** by any Member, including the Listing Broker. Violations will be considered a major infraction and heavily sanctioned. (See Attached Rules Enforcement Procedures.) *(Amended 2/23/17)*
- n) **Listing Data.** Members shall provide to WVMLS listing data (including images and associated documents) that are current and accurate in every ascertainable detail, and Members shall avoid exaggeration, misrepresentation, or concealment of pertinent facts. *(Amended 3/24/16)*

- o) **Disclosure.** The listing Member shall disclose if it or one of its affiliated licensees has an ownership interest in the listed property. This disclosure must be entered into the listing record in the field WVMLS has designated for public remarks. If the cooperating Member or one of its licensed salespeople (or licensed or certified appraisers) contemplates acquiring an ownership interest in a listed property, the cooperating Member must disclose this fact in writing to the listing Member at or before the time an offer to purchase is submitted to the listing Member.
- p) **Internet Marketing.** WVMLS will electronically transmit information about listed property to Internet web sites to aid in marketing the property for sale. *(Amended 9/23/10)*

Rule 2. Documentation

The Listing Broker Member must maintain in its files the listing contract, any amendments to the listing contract, the property data form, the sale agreement and addenda and all other documents pertaining to a listing necessary to verify the Member's compliance with these Rules for each listing submitted to WVMLS. The Member shall maintain these files for no less than one year after the expiration or sale of each listing, or the retention period required by law, whichever is later. The Member shall deliver these records or copies of them to WVMLS within two business days of WVMLS's request for them. All information reviewed under this Rule 2 will be kept confidential by WVMLS and only used to determine Member compliance. *(Amended 12/5/19)*

Rule 3. Reporting

- a) New Listings shall be submitted to WVMLS within 2 business days of taking the listing as outlined in Rule 1(g).
- b) Contingency Sales shall be submitted to WVMLS within 2 business days after a Sale Contract subject to contingencies such as inspections, financing, sale of other property, etc., has been signed by both Seller and Buyer. Listing will be marked Active Under Contract (ACT-UC) or Active Bumpable (ACT-BMP) according to the nature of the accepted Sale Contract. *(Amended 12/5/19)*
- c) Pending Sales shall be submitted to WVMLS within 2 business days after a Sale Contract with no contingencies has been signed by both Seller and Buyer OR when contingencies have been removed.
- d) Sold Listings shall be submitted to WVMLS with all pertinent information by the Listing Member within 2 business days of closing (recordation). Closed sales on duplicate listings (both) must be submitted directly to WVMLS for entry regardless of the Member's listing entry privileges.
- e) Changes of Price: When a Member is ordered by the seller to change the price of any property the Member may have listed with WVMLS, such Member shall obtain from the owner written authority for such change of price on a change order form, and shall immediately submit the change order to WVMLS. Price changes for duplicate listings (both) must be submitted directly to WVMLS for entry regardless of the Member's listing entry privileges.

Rule 4. Dispute Resolution and Disciplinary Proceedings.

- a) Disputes between Members. All claims, controversies or disputes (including all contract claims, tort claims, claims for fees or commissions, or any combination thereof) between or among Members of WVMLS, including Members' licensees, which arise in connection or association with such Members' membership in WVMLS shall be resolved by arbitration. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The party not prevailing in arbitration shall pay each prevailing party's reasonable attorney's fees, which shall be fixed by the arbitrators in their award and by the court or courts in which any exceptions to the award, including any appeal thereof, are tried, heard or decided. In the event a dispute arises as to the applicability of the arbitration requirement, the arbitrator(s) assigned to the dispute shall have the sole authority to determine arbitrability.
- b) Disputes Between Members and WVMLS. All claims, controversies or disputes, other than disciplinary proceedings conducted by the Board, between Members and WVMLS which arise in connection or association with membership in WVMLS shall be resolved in the same manner as disputes between Members, as set forth above in Rule 4a.
- c) Disciplinary Actions. The Board of Directors shall be responsible for the enforcement of these Rules of WVMLS. The Board of Directors may adopt any procedures reasonable in its judgment to deal with alleged violations, and may amend those procedures from time to time at its discretion. Members may be sanctioned with fines, prescribed education, suspension, or termination of membership. Decisions of the Board of Directors regarding all appeals are final and not subject to further appeal. (See Attached Rules Enforcement Procedure)

Rule 5. Compensation for Cooperating Brokers.

In general. By submitting a listing to WVMLS, the Listing Broker Member is making blanket unilateral offers of cooperation and compensation to the other Members; the Listing Broker Member must therefore specify, on each listing filed with WVMLS, the compensation offered to other Members for their services in the sale of the listing. WVMLS does not fix, control, recommend, suggest, or maintain rates, fees, or commissions paid by Listing Broker Members to cooperating brokers (whether they are Members or non-members). The Listing Broker Participant retains the right to determine the amount of compensation it offers to other brokers (whether they act as subagents, buyer agents, or in other agency or non-agency capacities defined by law and whether they are Members or non-members) which may be the same or different for cooperating brokers.

- a) Cooperating Compensation. Offers of cooperating compensation published by WVMLS are unconditional.
- b) Form of indicating compensation. The Listing Broker Member must indicate cooperating compensation in the form of a percentage of the gross selling price or a definite dollar amount. The offered compensation must be greater than zero.
- c) Changes to published compensation. The Listing Broker Member may notify WVMLS of a change to the cooperating compensation it is offering to other Members on a listing at any time prior to the time any of them produces an offer to purchase. (*Amended 2/27/14*)

- d) Obligation to compensate may be excused. The Listing Broker Member's obligation to compensate the cooperating broker may be excused if it is determined through arbitration that, through no fault of the Listing Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing Broker to collect a commission pursuant to the listing contract. In such instances, entitlement to cooperating compensation offered through WVMLS would be a question to be determined by an arbitrator or arbitrators based on all relevant facts and circumstances including why it was impossible or financially unfeasible for the Listing Broker to collect some or all of the commission established in the listing contract; at what point in the transaction the Listing Broker knew (or should have known) that some or all of the commission established in the listing contract might not be paid; and how promptly the Listing Broker communicated to cooperating brokers that the commission established in the listing contract might not be paid.
- e) Listing Broker's right to vary compensation and decline cooperation. The Listing Broker Member may offer any other Member compensation other than that indicated on the listing record published by WVMLS; the Listing Broker Member may also decline to cooperate with any other Member. The Listing Broker Member may do so by informing the other Member of the cooperating compensation or refusal to cooperate in writing in advance of the other Member producing an offer to purchase the property. The form of the superseding offer of compensation must meet the requirements of Rule 5(b). Members must not agree or discuss among themselves whether to modify compensation or refuse cooperation to other Members; in every case, each Member must make an independent decision regarding the compensation it will offer.
- f) No disclosure of total commission. WVMLS does not require the Listing Broker Member to disclose the total commission negotiated between the Listing Broker and the seller. WVMLS does not request this information, and if it is submitted, WVMLS will not disclose it in any way to any individual or entity.
- g) Compensation subject to third party approval. If the gross commission established in a listing contract is subject to reduction by a court or lender, and the compensation payable to cooperating brokers may be reduced in the event the gross commission is reduced, the Listing Broker Member must disclose this fact to all potential cooperating brokers prior to the time any of them produces an offer to purchase. In such instances, the Listing Broker must clearly communicate either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated.
- h) Dual or variable rate commission. In the event the Listing Broker Member's agreement with the seller provides for the seller to pay a different commission to the listing broker depending on who sells the listing or other circumstances (a dual or variable rate commission arrangement), the Listing Broker Member shall indicate in the manner set out on WVMLS's system and input forms the existence of dual or variable rate commission arrangement. In response to any inquiry from a potential cooperating broker, the Listing Broker Member must disclose to the potential cooperating broker the differential that would result to the Listing Broker in either a cooperative transaction or, alternatively, in a sale that results through the efforts of the seller.
- i) Notice of variable cooperating compensation. In the event the Listing Broker Member is paying a different cooperating compensation to different potential cooperating brokers, the Listing Broker Member shall (i) disclose to the seller that such a differential exists; and (ii) indicate in the manner set out on WVMLS's system and input forms the existence of the variation. In a multiple offer situation, in response to an inquiry from any potential cooperating broker presenting an offer, the Listing Broker

Member shall disclose the differential in cooperating compensation being offered to the potential cooperating brokers in the multiple offer situation.

Rule 6. Lockboxes and Lockbox Keys. Refer to the terms and conditions as set forth in WVMLS's Licensee Agreement. A Member may use the lockbox system provided by WVMLS to enter the listings of other Members only for purposes of showing, previewing, or evaluating listings for his/her client or customer, and then only according to the terms set out in the showing instructions on the WVMLS systems. A Member may not enter the listing of another Member for any other purpose, whether personal or commercial.

Rule 7 Internet Data Exchange Internet Data Exchange or IDX is a means by which a Member gives other Members the right to display his listings on their web sites in return for their permission to display their listings on his web site, subject to these Rules. (See Attached WVMLS Participant Data Access Agreement)

- a) Definitions. The following terms have the meanings given them here.
 - i. "IDX Member" means a Member who has not opted out of IDX; Members are presumed to be IDX Members unless they inform WVMLS to the contrary.
 - ii. "IDX Data" means all active and contingent listings of IDX Members, except those listings where the seller has prohibited display on the Internet.
 - iii. "IDX Site" means a web site of an IDX Member displaying the IDX Data or any portion of it.
 - iv. "IDX License Agreement" means the agreement adopted by WVMLS for licensing data to IDX Members for IDX use.
- b) IDX Member Control and Branding. An IDX Member must own and control any IDX Site; branding on the site must make clear to any consumer visiting it that the site belongs to the IDX Member.
- c) Data feeds. WVMLS shall provide an IDX Member a data feed including the IDX Data upon the IDX Member's request, subject to these Rules and WVMLS's standard fees (as adopted by the Board of Directors). The feed may take any form directed by the Board of Directors (including FTP or RETS). Each IDX Member is permitted a single data feed or login. WVMLS will update the IDX Data a minimum of once per week. More frequent updates may be available by means designated by the Board of Directors.
- d) No Other Use. No IDX Member may make any use of the IDX Data except the operation of an IDX Site as provided for in these Rules. Except as expressly provided in these rules, an IDX Member may not disclose the IDX Data or any part of it to any party.
- e) No Modification of Other Member's Listing. No IDX Member may modify any listing of another Member when displaying it on an IDX Site.
- f) Minimum Updates. An IDX Member must update IDX Data on the Member's IDX Site at least every 48 hours.
- g) Listing Broker Identified. A search result on an IDX Site producing a display of another Participant Members Broker's listing shall bear the listing company's name immediately adjacent to the property information in a 10 point font size (minimum) with a font color Black. This information must appear without the need for the site visitor to have to scroll to view it.

- h) Disclaimer. Any search results including any portion of the IDX Data must include a disclaimer of accuracy in the data. The Board of Directors may adopt the specific form the disclaimer must take.
- i) Correcting problems. The IDX Site operator must make changes within ten (10) days of notice from WVMLS to correct or cure any violation of WVMLS Rules and Regulations or any breach of the WVMLS Participant Data Access Agreement.
- j) Avoiding scraping. The IDX Site operator shall take reasonable efforts to avoid scraping of the IDX Data and framing of the IDX Data by any unauthorized web site.

Rule 8. Use of MLS in Member Firm Name and Web Address.

- a) Use of WVMLS Trademarks Prohibited. Members shall not use the copyrights or trademarks of WVMLS and shall not use WVMLS's logo, "WVMLS," "Willamette Valley Multiple Listing Service" or derivatives thereof in member names, domain names, web addresses or uniform resource locators ("URLs").
- b) Use of Term "MLS" Prohibited. Members shall not use the term "multiple listing service," the acronym "MLS," or derivatives thereof in Member names. In addition, Members shall not use the terms "multiple listing service," the acronym "MLS," or derivatives thereof in domain names, web addresses, URLs, URL redirection sites, or any form of marketing or advertising, and all existing uses of such terms must cease no later than April 1, 2007. No Member shall indicate or imply in any manner that the Member is a multiple listing service or that the public has access to or may search the multiple listing service (e.g. "Search the MLS" or "Access WVMLS") on the member's website or otherwise.

Rule 9. Display and Reproduction of Listing Content

- a) Display and reproduction generally. Members are permitted to reproduce and display listing records and listing compilations to prospective buyers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties reproduced and displayed. Each reproduction or display of any listing record or portion thereof from WVMLS to a non-Member must be consistent either with Rule 9 or Rule 7. All other reproductions and displays to non-Members are prohibited.
- b) Reproduction of active listings records permitted. Members may reproduce from listing compilations and distribute to prospective buyers a reasonable number of single copies of active listing records which relate to properties in which the prospective buyers are or may, in the judgment of the Member, be interested.
 - i. Identification. Before reproducing listing records for a prospective buyer, a Member must obtain identifying information from the prospective buyer, consisting at a minimum of name and one of the following: mailing address, telephone number, facsimile number or email address. A Member may reproduce listing records for a prospective buyer subject to these Rules immediately upon obtaining the identification information. The Member must, however, attempt to verify the contact information provided within 72 hours by communicating to the prospective buyer at the address or number given and receiving a communication from the prospective buyer in response. The Member must suspend reproduction of listing records if,

after 72 hours, the Member does not receive a responding communication, until such time that the Member receives a response.

- ii. Prospective buyers' ability to pay. Members may reproduce for prospective buyers only those listing records consistent with the prospective buyers' ability to pay. Members must base their evaluations of a prospective buyer's ability to pay on (i) the prospective buyer's representations regarding her approximate income, assets, and desired price range, or evidence the prospective buyer has been pre-approved for a mortgage of a particular size and (ii) the Member's professional judgment, having reviewed the prospective buyer's information.
 - iii. Prospective buyers' expressed interests. Members may reproduce for prospective buyers only those listing records consistent with the prospective buyers' expressed interests. Members must make reasonable efforts to ascertain prospective buyers' interests; for example, Members could at a minimum ascertain the approximate size (in square feet, number of bedrooms, or lot size) and price range of properties in which prospective purchasers may be interested. Members must exercise their professional judgment to ensure that the prospective purchaser's expressed interests are not unreasonably vague. For example, an expressed interest in homes with between one and five bedrooms or costing between \$100,000 and \$1,200,000 would be unreasonably vague, unless the prospective purchaser offered a rationale for the wide range.
 - iv. Reasonable number of listings. A "reasonable" number of listing records, as the term is used in this Rule, refers to 100 or fewer listing records reproduced for any single prospective buyer or for all prospective buyers in a single household during any 24-hour period.
- c) Reproduction of listing records in support of property valuations. A Member may reproduce for a buyer or seller active and off-market listing records necessary in the Member's reasonable business judgment to support the Member's valuation of a property prepared for the buyer or seller; provided that the Member shall reproduce no more listing records and no more listing data fields than necessary to support the valuation.
 - d) Disclosure to Member Affiliated Technology/Marketing Partners. A Member may disclose the WVMLS data to an affiliated technology/marketing partner (ATMP) only to the extent necessary to permit the ATMP to assist the Member in an activity otherwise permitted to the Member under these Rules and subject to any license agreement that WVMLS imposes on the Member and the ATMP. For purposes of these Rules, "Affiliated technology/marketing partner" or "ATMP" means, with regard to any Member, a person or entity engaged by that Member to assist the Member in making use of the WVMLS data under the terms permitted in these Rules.
 - e) All Other Disclosures Prohibited. Except as provided in Rule 7 and Rules 9(a) - 9(d), no Member may disclose the WVMLS data or any portion of it to any non-Member. Without limiting the generality of the previous sentence, the disclosure, redistribution, re-licensing, or resale of the WVMLS data, or any portion of it, to any person or entity under any conditions and by any means is strictly prohibited, except as expressly provided in these Rules.
 - f) Confidential listing fields. Members shall refrain from all reproduction and display to non-Members of any of the following fields by any means:

PRE-Active listings (any data), Expiration date, Private Remarks, Selling Office Commission, Showing Instructions, Owner/Occupant phone numbers, Lockbox info. *(Amended 8/1/17)*

- g) Where Member is Listing Broker. Nothing contained in these Rules and regulations shall be construed to preclude any Member from any use, display, distribution, or reproduction of any listing records pertaining exclusively to listings for which that Member is the Listing Broker.
- h) Advertising listings. A Member may not advertise a listing unless the Member has the prior consent of the Listing Broker to advertise it.
- i) Altering Data and Correction of Errors. No Member shall alter the content of any listing record provided by another Member before disclosing it to a consumer by any means, including by traditional means, automated means, or IDX. If a Member discloses the listing of another Member by any means, whether traditional means, automated means, or IDX, and the disclosing Member supplements the WVMLS data in the disclosure with data or material from other sources, the disclosing Member must be available via the communications methods and addresses on file with WVMLS to receive comments from the listing broker regarding the accuracy of the supplemental material and correct any factual error relating to any specific property within 48 hours of learning of it.
- j) WVMLS Data Subject to Copyright. All WVMLS data is proprietary to WVMLS and is subject to protection by federal copyright laws. Any display of WVMLS data, whether by traditional means, automated means, or IDX shall include a copyright notice in this form: "Copyright xxxx Willamette Valley MLS" where "xxxx" is replaced with the current year. These Rules constitute a non-exclusive license, and not an exclusive license or assignment, to Members to reproduce and display the WVMLS Data solely as expressly permitted in these Rules. Any use for any other purpose is strictly prohibited.
- k) Brokerage Relationship and Services by Automated Means Permitted. Members may deliver brokerage services via automated means to customer/clients with whom the Members have previously established bona fide brokerage relationships, subject to the requirements of these Rules. A Member providing brokerage services via automated means may provide other features, information, or functions, including, for example, IDX. Members may form brokerage relationships with customers/clients by automated means, subject to the requirements of these Rules. "Automated means" shall mean technology under a Member's control that allows the Member to interact with any person for purposes of forming a brokerage relationship or delivering brokerage services without the intervention of a human being.
- l) Requirements to Establish a Brokerage Relationship by Automated Means. In order for a Member to form a bona fide brokerage relationship with a customer/client by automated means for purposes of these Rules, the Member must satisfy each of the following requirements:
- i. The Member must satisfy all the requirements of state law to establish a brokerage relationship, including making any applicable disclosures and elections as to form of representation and entering any required agreements.
 - ii. The Member must obtain the name and valid email address for the customer/client and must validate the email address.
 - iii. If the Member will provide access to the WVMLS data by automated means, the customer/client must have a unique user ID and a password to access the automated means. The Member may supply the user ID and password or allow the customer/client to select them. The Member must require the customer/client to change his/her password at least once every **90** days. No customer/client email may be associated with more than one user ID.

- iv. The customer/client must assent by affirmative means to a terms of use agreement for the WVMLS Data that includes at least the following terms:
 - A. The customer/client acknowledges entering a brokerage relationship with the Member as a bona fide customer/client.
 - B. The customer/client agrees to make only personal and non-commercial uses of the WVMLS data and only to advance the customer/client's interest in the purchase, sale, or lease of real estate of the type offered by the Member.
 - C. The customer/client acknowledges WVMLS's ownership of, and the validity of WVMLS's copyright in, the WVMLS data.
 - D. The Member expressly consents for other Members and WVMLS (and their authorized representatives) to access the Member's automated means for purposes of assessing the Member's compliance with these Rules.
 - F. Any other terms necessary in the Member's reasonable judgment and consistent with these Rules.
- m) Requirements for Disclosing WVMLS Data by Automated Means. Any disclosure of WVMLS data by automated means must be consistent with Rule 9(a)-9(d) and the requirements of this Rule 9(n):
 - i. The disclosing Member shall retain records of the name, email address, user ID, password, and user log of every recipient of automated disclosures for a period not less than 180 days after the last disclosure of WVMLS data to the recipient. The user log shall include a record of each search and record display in which the recipient engages.
 - ii. If WVMLS notifies the Member that WVMLS has reason to believe the Member's automated means has caused or permitted a breach in the security of the WVMLS data, the Member shall immediately provide the records identified in Rule 9(n)(i) to WVMLS.
 - iii. The Member's automated means must prominently display or promptly provide specific identification of a mode of communication (e.g., email, telephone, live chat) by which a consumer can contact the Member to ask questions or obtain more information about any property disclosed by the Member's automated means. The disclosing Member or a Member affiliated with the disclosing Member, must be willing and able to respond knowledgeably to inquiries from customers/clients about properties the Member's automated means have disclosed.
 - iv. The Member's automated means must make reasonable efforts to
 - A. assure that the users of the Member's automated means are human beings and not Internet "robots" or "spiders" gathering WVMLS data in any automated fashion; and
 - B. monitor and prevent misappropriation, "scraping," and other unauthorized use of WVMLS data disclosed via the Member's automated means.
 - v. A Member's automated means shall employ other security measures specified by WVMLS, except that WVMLS shall not specify security measures greater than those it uses to protect its own systems.
 - vi. A Member's automated means shall not disclose the listing or address of any seller who has requested in writing on a form approved by WVMLS that her listing or address be withheld from all Internet display. In that event, the Member who is the listing broker may not display the seller's listing or listing address, or cause it to be displayed, on any web site.

- vii. A Member's automated means shall not display an automated estimate of the market value of a listing or link to an automated valuation adjacent to the listing of any seller who has requested in writing on a form approved by WVMLS that automated valuations not appear next to her listing.
 - viii. A Member's automated means shall not display third-party commentary or reviews regarding a listing or link to third-commentary or reviews adjacent to the listing of any seller who has requested in writing on a form approved by WVMLS that third-party commentary and reviews not appear next to her listing. This Section does not prevent the display of comments or reviews that reflect the professional judgment of the Member disclosing the seller's listing.
 - ix. In the event a seller has made the election to exclude content next to her listing under Rule 9(n)(vii) or (viii), the Member disclosing the seller's listing may indicate that those functions are disabled at the request of the seller.
 - x. Any disclosure of a listing by automated means must indicate the date the data was last updated from WVMLS.
- n) Notification to WVMLS of Member's Automated Means. Any Member disclosing WVMLS data by automated means must notify WVMLS of the Member's intention to do so and make the automated means available to WVMLS and other Members for purposes of verifying the disclosing Member's compliance with the Rules.
- o) Non-Principal Brokers Operating Automated Means. A non-principal broker Member may disclose WVMLS data by automated means only with the permission of and under the supervision of his/her principal broker. A non-principal broker Member's automated means of disclosing WVMLS data is subject to these Rules, and the principal broker Member is subject to discipline for any violation of these Rules committed by a non-principal broker Member or committed on a non-principal broker Member's automated means.
- p) Members Using Affiliated Technology/Marketing Partners. Any Member may engage an Affiliated Technology/Marketing Partner (ATMP) to operate the Member's automated means of disclosing WVMLS data, subject to Rule 9(d) and the following terms:
- i. The ATMP's use may extend only as necessary to permit the Member to carry out activities expressly permitted in these Rules.
 - ii. A Member may work with multiple ATMPs, and an ATMP may work with multiple Members.
 - iii. If WVMLS determines in its reasonable judgment that an ATMP has made use of the WVMLS data beyond the scope of WVMLS's license to the ATMP, WVMLS may discontinue any further use by that ATMP of the WVMLS data and may prohibit use of that ATMP by any Member.
 - iv. If an ATMP's branding or identity appears on a Member's automated means, it must be presented in such a way as to convey to the reasonable consumer that the automated means is that of the Member and that it is the Member, not the ATMP, who is providing brokerage services to the consumer.

Rule 10. Dues, Fees & Contact Information

Designated Members shall pay periodic dues in an amount determined by the Board of Directors, including an amount determined by the Board of Directors for each licensee (including each Non-Designated Member) affiliated with the Designated Member. Fees for charges of supplies and other services remain the responsibility of the Designated Member for payment. *(Added 7/26/12)* (See Attached WVMLS Billing Policy)

Designated Members shall maintain on file with WVMLS current contact information, including a valid email address, for any affiliated Member, licensee, employee or other contractor who is provided access to WVMLS services and systems through their Membership. WVMLS must be notified within 7 days of any change in contact information. *(Added 8/27/15)*

Rule 11. Exemption of Dues

All Licensees affiliated with a Designated Member are required to pay monthly dues unless the licensee applies for and is qualified for exemption of dues. A request for exemption of dues requires the signature of both the licensee and the Designated Member. Licensees shall not request exemption status until all “pending” sales activities are resolved. Licensees’ active listings must be transferred to another Licensee by the Principal Broker. Exemption of Dues shall automatically be revoked upon the individual being engaged in real estate activities such as listing, selling, leasing, counseling or appraising. Exemption status does allow referral activity. *(Added 7/26/12)* (See Attached Exemption of Dues Application)

Rule 12. Standards of conduct (Code of Ethics)

- a. No action inconsistent with the agency of another. Members shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other Members have with clients.
- b. Cooperating broker has no authority over listing broker’s offer of compensation. Members shall not attempt to extend a listing broker’s offer of cooperation or compensation to other brokers without the consent of the listing broker.
- c. No solicitation of listing broker’s clients. Members shall not use information obtained from listing Members through offers to cooperate made through WVMLS or through other offers of cooperation to refer listing Members’ clients to other brokers or to create buyer relationships with listing Members’ clients, unless such use is authorized by listing Members.
- d. Compensation to Designated Member. In cooperative transactions. Members shall compensate cooperating Designated Members and shall not compensate nor offer to compensate, directly or indirectly, any licensee, employee or contractor affiliated with the Designated Member without the prior express knowledge and consent of the Designated Member.
- e. Obligation to ascertain whether consumer is already represented. Members, prior to entering into a representation agreement with a buyer or seller, have an affirmative obligation to make reasonable efforts to determine whether the buyer or seller is subject to a current, valid exclusive agreement to provide the same type of real estate service.
- f. No modification of compensation in purchase agreement. Members, acting as subagents or buyer representatives, shall not use the terms of an offer to purchase to attempt to modify the listing

Member's offer of compensation to cooperating brokers; nor shall they make the submission of an executed offer to purchase contingent on the listing Member's agreement to modify the offer of compensation.

- g. Negotiations carried on through Members. All dealings concerning property exclusively listed or with buyers who are subject to exclusive agreements shall be carried on with the client's representative or broker and not with the client, except with the consent of the client's representative or broker or where such dealings are initiated by the client. Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, Members shall ask the prospects whether they are parties to any exclusive representation agreements. Members shall not knowingly provide substantive services concerning prospective transactions to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives.
- h. Application of standards of conduct. This Rule 10 is not intended to prohibit ethical, albeit aggressive or innovative business practices, and does not prohibit disagreements among Members involving commission, fees, compensation, or other forms of payment or expenses.
- i. Disparagement of other Members. Members shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.
- j) Use of Member contact information. Members are not permitted to use the contact information (e.g., email address, phone number, address) of other Members in connection with any unsolicited bulk or commercial messages (also referred to as "spam"). *(Amended 12/5/19)*

Rule 13. Harassment

Harassment is unacceptable conduct and is contrary to the policy of WVMLS. Harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment.

A Member may be sanctioned with fines, suspension, or termination of membership if they are determined by the WVMLS Board of Directors to have participated in harassment of a WVMLS employee or another Member.

Attachments to WVMLS Rules

Application for Membership

Service Agreement

Listing Maintenance Agreement

Rules Enforcement Procedures

Participant Data Access Agreement

Billing Policy

Exemption of Dues Application

The undersigned Oregon licensed real estate Principal Broker or Appraiser hereby applies for Membership in the Salem Multiple Listing Bureau, an Oregon corporation, doing business as Willamette Valley MLS ("WVMLS" herein).
By signing this Application and, if membership is granted, I agree that:

1. **I have received and read the Bylaws and Rules of WVMLS and agree to abide by the terms and conditions thereof and to fulfill all of my membership obligations.** I agree that in the event of a conflict between the provisions of this Application and the Bylaws or Rules of WVMLS, it shall be the provisions of the Bylaws and Rules, as may be amended from time to time, that shall take precedence over the provisions of this Agreement. **I understand Membership is personal and cannot be sold, leased, transferred, bequeathed or assigned.** (Bylaws & Rules are available at www.wvmls.com.)
2. **I have received and read the Service Agreement and I will require all of my licensees to execute a Service Agreement.** I agree I am primarily responsible for and guarantee the performance by each of my licensees and employees of each and every obligation under the Bylaws and Rules of WVMLS. I will not share with or allow the use by any person any of the benefits of my Membership in WVMLS, including, but not limited to, access to WVMLS's computer systems, data and lockbox keycards, except as provided by their individual Service Agreements.
3. All claims, controversies or disputes (including all contract claims, tort claims, claims for fees or commissions, or any combination thereof) **between or among Members of WVMLS**, including Members' licensees, which arise in connection with or association with the Members' membership in WVMLS shall be resolved by arbitration.
4. All claims, controversies or disputes (other than disciplinary proceedings conducted by WVMLS and those claims which have not been waived pursuant to the terms of this Application) **between Members and WVMLS** which arise in connection or association with membership in WVMLS shall be resolved in the same manner as disputes between Members, as set forth above in Paragraph 3.
5. WVMLS has the authority to initiate disciplinary actions against Members or their licensees for conduct it deems at variance with the Bylaws or Rules of WVMLS as set forth in the Rules Enforcement Procedures.
6. I will not discuss publicly any disciplinary proceedings, grievances or controversies that may develop between WVMLS and its Members.

I agree to waive all claims against WVMLS, its Members, Board of Directors, Officers, and Employees arising from disciplinary actions and/or any act in connection with the consideration, acceptance or rejection of this or any other application for Membership.

APPLICANT SIGNATURE X

Principal Broker/Appraiser License # _____	<input type="checkbox"/> Paid in Full \$2000 Date Paid _____ Rcpt # _____ <input type="checkbox"/> Payment Option \$500 - Initial Pmt Date Paid _____ Rcpt # _____ <input type="checkbox"/> Membership Payment Agreement Date Signed _____
Application Approved by Board of Directors Date _____ by _____ Jay A Gordon, Secretary/Treasurer Executive Vice President Willamette Valley MLS	<u>Print Clearly:</u> Applicant Name _____ Company Name _____ Physical Address _____ City _____ Billing Address _____ City _____ Zip _____ Phone _____ Fax _____ Email _____ Web Page _____



SERVICE AGREEMENT

LICENSEE or APPRAISER ASSOCIATE NAME: (print) _____

EMAIL: _____ PHONE: _____ LICENSE #: _____

PRINCIPAL BROKER or APPRAISER MEMBER: (print) _____

OFFICE NAME: _____ OFFICE CODE: _____

REALTOR® Association: (if any) _____

The above-named individual(s) has received and read the Bylaws and Rules of the Willamette Valley Multiple Listing Service ("WVMLS") and agrees to abide by the terms and conditions thereof. It is agreed that in the event of a conflict between the provisions of this Agreement and the Bylaws or Rules of WVMLS, the provisions of the Bylaws and Rules, as may be amended from time to time, shall take precedence over the provisions of this Agreement. It is acknowledged that the privileges conferred under this agreement are discretionary with the WVMLS and may be withdrawn at any time without notice and without cause.

In consideration for supplying the undersigned with access to service, which may include but is not limited to those listed below, the undersigned ("Participants") agree that effective on this _____ day of _____, 20____:

1. **Dues & Fees.** Dues and fees shall be paid as set forth in the WVMLS Billing Policy. Participants agree to pay WVMLS dues in the amount of \$_____ per month, in advance, in addition to any products and supplies ordered. Non-payment for more than 45 days shall result in suspension of all WVMLS privileges or services. Past due amounts, interest and a Reinstatement Fee shall be paid upon reinstatement, and this original agreement shall be considered to remain in effect. In the event that the provisions of this Agreement are in conflict with the WVMLS Billing Policy, the provisions of the then-current WVMLS Billing Policy, as may be amended from time to time, shall take precedence.

2. **Database Access.** Password-protected access to WVMLS's computer system and databases may be provided. Participants agree to keep computer passwords confidential and will not share with or allow any other person to have access to the WVMLS's computer system and databases. The fines currently prescribed by the WVMLS are **\$500.00 for disclosing computer password to unauthorized user and \$500.00 for unauthorized access to WVMLS database/s.** The foregoing fines may be in addition to any other penalties imposed and may be in addition to any other claims for damages, which arise as a result of such loss, theft or unauthorized use.

LOGIN ID# _____ PASSWORD: _____

3. **Key Service.** Participants acknowledge and agree to comply with the rules and regulations relating to the use of the equipment, network and software (the "Key Service") which are set forth in the Key Service User's Guide and the Bylaws and Rules of WVMLS in executing this Sub-License Agreement ("Agreement"). It is understood this agreement applies to and acknowledges receipt of a DisplayKEY and DisplayKEY Cradle bearing the serial numbers _____ and _____ as well as a secret PIN code used to open Supra Keyboxes. The required Keycard fee is \$_____, plus a Key Deposit in the amount of \$_____. Upon return of the Key, the Key Deposit shall be applied to any unpaid amounts owed for WVMLS dues, fees or supplies, if any, with the balance refunded back to the Participant except in those circumstance where Principal Broker/Member has a superseding agreement.

WVMLS grants Participant, under the terms of a Master Agreement with Supra, (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which WVMLS licenses from Supra and which is necessary for the use and operation of the equipment and (ii) a limited, non-exclusive, nontransferable sub-license to use the software WVMLS licenses from Supra. Participants acknowledge that it is necessary to maintain the security of the Key Service to prevent its use by unauthorized persons. It is further acknowledged that the Key Service is not a security system. WVMLS is a marketing convenience key-control system, and as such, any loss of equipment compromises the integrity of WVMLS.

Participants are jointly and severally responsible for the care, custody and use of the Key and Key Service described in this agreement. In the event the Key is lost or stolen, Participants shall provide immediate verbal notice thereof to WVMLS and written notice thereof within seven days of such loss or theft. The loss or theft of a Key may, at the discretion of the WVMLS, result in the loss of Key Service privileges and/or fines. Lending of the Key to anyone is forbidden by the terms of this agreement and shall result in a loss of Key Service privileges and/or fines. The WVMLS is the owner of all Keys, except for the Supra Software and Network. For security reasons, Keys are updated nightly. It is the responsibility of the Participant to obtain updates. The WVMLS has the absolute right to recall Key Service equipment and to restrict access to Key Service at any time. Participants shall promptly comply

with all WVMLS requests to return equipment issued. Upon notification from the WVMLS, Participants agree to promptly remove or exchange the lockboxes on all properties within the time frame prescribed by the WVMLS. It is agreed that immediate attention to a request by the WVMLS to remove lockboxes is essential to the security of clients and that Participants shall therefore be liable for all client and WVMLS damages which arise in connection with failure to promptly comply with such requests by the WVMLS. Participants understand that, if the Master Agreement is terminated for any reason during the Term of this Agreement, Key Service will no longer be available and this Agreement will terminate. If at any time Participants are no longer authorized to use WVMLS, or if Participants have been determined to be in violation of this Agreement, then the Key Service shall be deactivated. The fines currently prescribed by the WVMLS are **\$100.00 for 1st lost or stolen Key, \$500.00 lost or stolen Key with secret PIN, and \$500.00 for 2nd lost or stolen Key**. The foregoing fines may be in addition to any other penalties imposed and may be in addition to any other claims for damages, which arise as a result of such loss, theft or unauthorized use.

Participants shall be obligated to execute a new Service Agreement prior to receiving a replacement Key, however, in the event a new Service Agreement is not executed, it is agreed that the terms of this agreement shall apply to any replacement Keys and all future use of the Key Service. The Key Service portion of this agreement may be terminated if at any time the undersigned wishes to upgrade to alternate Key Services available directly through Supra and upon execution of the appropriate Key Agreement.

4. Disputes/Disciplinary Actions.

a) All claims, controversies or disputes (including all contract claims, tort claims, claims for fees or commissions, or any combination thereof) **between or among Members of WVMLS**, including Members' licensees, which arise in connection with or association with the Members' membership in WVMLS shall be resolved by arbitration.

b) All claims, controversies or disputes (other than disciplinary proceedings conducted by WVMLS and those claims which have not been waived pursuant to the terms of this Agreement) **between Members and WVMLS** which arise in connection or association with membership in WVMLS shall be resolved in the same manner as disputes between Members, as set forth above in Paragraph 4a.

c) WVMLS has the authority to initiate disciplinary actions against Members or their licensees for conduct it deems at variance with the Bylaws or Rules of WVMLS as set forth in the Rules Enforcement Procedures. I waive any and all claims against WVMLS, its Members, Board of Directors, Officer and Employees, arising out of or associated with disciplinary proceedings under the Rules Enforcement Procedures.

Participants will not discuss publicly any disciplinary proceedings, grievances or controversies that may develop between or among the WVMLS or its Members and their licensees.

5. Hold Harmless. Participants agree to indemnify and hold harmless the WVMLS and Supra from any liability for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use WVMLS for any purpose whatsoever whether or not Member has been advised of the possibility of such damages.

LICENSEE/APPRaiser _____ **DATE** _____

PRINCIPAL BROKER/APPRaiser MEMBER _____ **DATE** _____

Monthly Charge Effective Date _____	SVC ADD\$ _____	
Key Deposit \$100	Paid: _____ Rcpt # _____ Bill: _____	SVC K/D \$ _____
Key Fee @ List Price	Paid: _____ Rcpt# _____ Bill: _____	SVC F/K \$ _____ Accepted by WVMLS: _____
New Broker Fee \$50	Paid: _____ Rcpt# _____ Bill: _____	SVC F/N \$ _____
Transfer Fee \$50	Paid: _____ Rcpt# _____ Bill: _____	SVC F/T \$ _____ Acceptance Date: _____
Transfer From _____		
_____By-Laws _____Qbks _____Paragon _____Supra _____Key _____Keybook		

LISTING MAINTENANCE AGREEMENT



Listings are submitted to WVMLS for initial entry and maintenance (“Listing Maintenance”). However, a Designated Member may be permitted direct Database access for the purposes of Listing Maintenance, or may delegate Listing Maintenance access to an affiliated licensee or an employee (“Listing Maintenance Delegate”), provided the undersigned agrees and acknowledges ALL of the following:

- **Successfully completes a required training course offered by WVMLS.**
- **Designated Member shall be responsible for and assumes all liability for changes to the Database made directly or by the Listing Maintenance Delegate.**
- **Designated Member shall promptly inform WVMLS should a Listing Maintenance Delegate be removed or leaves the Designated Member's supervision.**
- **Listing Maintenance shall be performed in accordance with WVMLS Bylaws and Rules. Non-compliance may result in loss of privileges or other sanctions.**
- **Written authorization from Owner (Seller) or Authorized Signer and Principal Broker is required on all listing-related documents prior to making changes to the Database.**
- **Sharing of Database login credentials for any reason is strictly prohibited.**
- **WVMLS does not approve or disapprove the content of any listing information. However, WVMLS reserves the right to edit listings when appropriate to comply with WVMLS Rules or when, in the judgment of WVMLS, content may compromise the safety or liability of its members.**
- **The removal of listing detail/images that diminishes the content quality or accuracy of the listing is strictly prohibited.**
- **Listing Maintenance privileges may be suspended or revoked by WVMLS at any time.**

Office Name _____ Office Code _____

Designated Member Name (Print) _____ Listing Maintenance Delegate Name (if any) _____

Designated Member Signature _____ Date _____

Listing Maintenance Delegate Signature (if applicable) _____ Date _____

WVMLS USE ONLY	
WVMLS Signature	Training Completion Date
User Login	Password



Rules Enforcement Procedures

The following procedures will be used to deal with any actual or alleged violation of the WVMLS governing documents, which include but are not limited to: Bylaws, Rules, Policies, Application for Membership, and WVMLS Service/DisplayKey Agreement. These Procedures apply to all use of WVMLS services by participants, including Designated and Non-Designated Members as defined in the WVMLS Bylaws and, as applicable, any licensee, employee or other contractor affiliated with Designated or Non-Designated Members.

At the time a violation is reported or becomes known to WVMLS, the following procedure will occur:

1. WVMLS may request such written documentation as needed to verify the alleged violation. Records or copies of documents shall be delivered to WVMLS within 3 days of the request. Failure to comply with this request will not impede the process but may result in further disciplinary action.
2. If the allegation is found to be valid, one or more of the following disciplinary actions may be imposed:
 - a. Warning or Reprimand
 - b. Fine
 - c. Prescribed education
 - d. Suspension or withdrawal of data input privileges
 - e. Suspension of Service(s)
 - f. Suspension or Termination of Membership
 - g. Other disciplinary action as appropriate
3. The following are standard fines which may be considered. Recurring violations may result in additional disciplinary actions. Note: this is not intended to represent an exhaustive list of fines and/or violations, but rather to serve as guidelines.

\$100 fine	\$500 fine
Failure to register new licensees for MLS service (fine incurred for each month of membership dues missed)	Lost or stolen key WITH secret PIN
Inaccurate listing data (includes but is not limited to: failure to submit or update listing status within 2 days, failure to comply with required fields, tampering or removal of listing data or photos)	Lending of key to unauthorized individual
Lost or stolen key (1 st instance)	Sharing or disclosing WVMLS password to unauthorized individual

4. A member may file a written appeal of a disciplinary action to the WVMLS Board of Directors. Review by the Board of Directors will occur at its next scheduled meeting. The disciplinary action imposed will be held in abeyance until the ruling of the Board of Directors. The Board of Directors has the ability to uphold the disciplinary action imposed, reverse the action or impose additional disciplinary action. Decisions of the Board of Directors regarding all appeals are final and not subject to further appeal.

Willamette Valley Multiple Listing Service WVMLS Participant Data Access Agreement

This AGREEMENT is made and entered into by Willamette Valley Multiple Listing Service ("WVMLS"), with offices at 3421 25th St. SE, Salem, OR 97302-1122; _____ ("Firm"), with offices at _____; and

_____ ("Consultant"), with offices at _____.

DEFINITIONS

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.

Confidential Information: "Confidential Information" means information or material proprietary to a party or designated "confidential" by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all WVMLS Data, except to the extent to which this Agreement and the WVMLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that WVMLS obtains from any third party that WVMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by WVMLS; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

Data Interface: The transport protocols and data storage formats provided by WVMLS for use by Firm and Consultant; WVMLS may modify the Data Interface in its sole discretion from time to time.

Firm Affiliates: The employees of Firm, broker/managers and licensed real estate agents affiliated with Firm who are Subscribers of WVMLS, and Consultant, if any.

Firm Internal Use: Any use of those portions of the WVMLS Data relating to Firm's own listings and any use of WVMLS Data that exposes the WVMLS Data only to Firm Affiliates and to the Firm's clients in the ordinary course of the Firm's real estate brokerage business.

Other Permitted Uses: Any use of the WVMLS Data for the purposes set out in Exhibit A – Other Approved Uses, if any, in the ordinary course of the Firm's real estate brokerage business.

WVMLS Customer Affiliate: Any licensed real estate broker who is a Participant (as the term is defined in the WVMLS Policies) together with salespersons and broker associates licensed to the Participant, for whom the Participant is responsible under the laws of the State of Oregon.

WVMLS Data: Data relating to real estate listed for sale and data relating to WVMLS Customer Affiliates (including text, photographs, and all other data formats now known or hereafter invented) entered into WVMLS's databases by WVMLS Customer Affiliates and WVMLS, or on their behalf.

WVMLS IDX: Use and display of portions of the WVMLS Data under the Willamette Valley Internet Data Exchange Program provisions of the WVMLS Policies.

WVMLS Policies: WVMLS's Rules and Regulations, as amended from time to time, and any operating policies promulgated by WVMLS.

WVMLS'S OBLIGATIONS

2. WVMLS grants to Firm a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the WVMLS Data, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement; any other use of the WVMLS Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. WVMLS retains all rights not expressly granted herein.

3. WVMLS agrees to provide to Firm and Consultant, during the term of this Agreement, (a) access to the WVMLS Data via the Data Interface under the same terms and conditions WVMLS offers to other WVMLS Customer Affiliates; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the WVMLS Policies. WVMLS does not undertake to provide technical support for the Data Interface or the WVMLS Data.

FIRM'S OBLIGATIONS

4. Firm shall comply with the WVMLS Policies at all times. In the event of any perceived conflict between the WVMLS Policies and this Agreement, the WVMLS Policies shall prevail and govern.

5. Firm shall use the WVMLS Data obtained under this Agreement for Firm Internal Use, WVMLS IDX, and Other Permitted Uses only. Any other use is strictly prohibited. Firm shall not make the WVMLS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm may display the WVMLS Data on a web site available to the public only to the extent permitted by the WVMLS Policies and then only on a site resident at the second-level domain indicated on the signature page of this Agreement.

6. Firm acknowledges that WVMLS possesses all right, title, and interest in all copyrights in the WVMLS Data. The previous sentence notwithstanding, WVMLS shall not use the portion of the WVMLS Data relating to Firm's listings for any purpose other than the defined purposes of WVMLS without Firm's permission.

7. If WVMLS notifies Firm of a breach of the WVMLS Policies or this Agreement and Firm does not immediately cure the breach, Firm shall hold Consultant harmless from any liability arising from Consultant's cooperation with WVMLS under Paragraph 12.

8. Any display of the WVMLS Data to persons other than WVMLS Customer Affiliates shall be accompanied by the following notice: "Based on information from Willamette Valley Multiple Listing Service, which neither guarantees nor is in any way responsible for its accuracy. All data is provided 'AS IS' and with all faults. Data maintained by Willamette Valley Multiple Listing Service may not reflect all real estate activity in the market."

9. Firm shall display the WVMLS copyright notice on each display screen, web page (whether Internet or intranet), and printout displaying WVMLS Data. The WVMLS copyright notice must take the following form: "Copyright #### Willamette Valley Multiple Listing Service" where #### shall be the current year.

10. Firm shall pay the fees, if any, that WVMLS customarily charges other WVMLS Customer Affiliates for data access. Firm acknowledges receipt of WVMLS's current schedule of such fees, if any. WVMLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm. Firm shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

11. Firm shall stand as surety for Consultant's performance under this Agreement.

CONSULTANT'S OBLIGATIONS

12. Consultant shall immediately correct any breach of this Agreement or violation of the WVMLS Policies within its control, whether committed by Firm or Consultant, upon notice from WVMLS.

13. Consultant acknowledges that Firm and WVMLS possess all right, title, and interest in all copyrights in the WVMLS Data.

14. Consultant shall not make the WVMLS Data or the Confidential Information available to any third party, except on behalf of Firm and in a manner consistent with Firm's obligations under Paragraphs 4 through 11 of this Agreement; nor shall it make any other use of the WVMLS Data, whether commercial or personal.

15. Consultant shall notify WVMLS within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

AUDITS OF COMPLIANCE

16. WVMLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm and Consultant to the extent reasonably necessary to ascertain Firm's and Consultant's compliance with this Agreement ("Audit"). WVMLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's and Consultant's web sites and systems to ensure that WVMLS Data is displayed in accordance with the WVMLS Policies; using all features available to end-users of Firm's and Consultant's systems that employ the WVMLS Data; and posing as consumers to register and test services Firm and Consultant make available to consumers using the WVMLS Data. WVMLS shall pay the costs it incurs, and the out-of-pocket costs Firm and Consultant incur, as part of any Audit; provided, however, Firm shall be liable for all costs of any Audit that discloses that Firm or Consultant has breached this Agreement.

CONFIDENTIAL INFORMATION

17. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure.

18. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

TERM AND TERMINATION

19. The term of this Agreement begins on the date that WVMLS signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant in WVMLS; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) as provided in Paragraph 32.

20. In the event Firm's privileges as a Participant are terminated while this Agreement is in effect and WVMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if WVMLS resumes its obligations under Paragraphs 2 and 3. In the event Firm or Consultant breaches this Agreement and entitles WVMLS to terminate under Paragraph 19, WVMLS may in its sole discretion suspend its performance instead of terminating this Agreement. WVMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, neither Firm nor Consultant shall make any further use of the WVMLS Data or any derivative works based on it (except the portions of it relating to Firm's own listings) until and unless Firm's rights under this Agreement are restored.

GENERAL PROVISIONS

21. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Oregon, without regard to its conflicts and choice of law provisions.

22. **Survival of Obligations.** The obligations of Firm set forth under "Firm's Obligations" above and the obligations of Consultant under "Consultant's Obligations" above shall survive the termination or expiration of this Agreement for five years. The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity.

23. **WVMLS's Remedies.** (a) Injunctive relief: Because of the unique nature of the WVMLS Data and Confidential Information, Firm and Consultant acknowledge and agree that WVMLS would suffer irreparable harm in the event that either of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate WVMLS for a breach. WVMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm or Consultant or any one of them, without showing or proving any actual damages sustained by WVMLS, and without posting any bond. (b) Liquidated damages: Firm and Consultant acknowledge that damages suffered by WVMLS from access to the WVMLS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the WVMLS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to WVMLS to enter into this Agreement, Firm and Consultant agree that (i) in the event Firm or Firm Affiliates disclose any password to access the WVMLS Data or disclose the WVMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm shall be liable to WVMLS for liquidated damages in the amount

of \$15,000 for each such disclosure and termination of this Agreement; and (ii) in the event Consultant or its employees, agents, or contractors, disclose any password to access the WVMLS Data or disclose the WVMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Consultant shall be liable to WVMLS for liquidated damages in the amount of \$30,000 for each such disclosure and termination of this Agreement.

24. **Limitation of liability/exclusion of warranties.** IN NO EVENT SHALL WVMLS BE LIABLE TO FIRM OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF WVMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL WVMLS BE LIABLE TO FIRM OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM AND CONSULTANT HAVE PAID WVMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. FIRM ACKNOWLEDGES THAT WVMLS PROVIDES THE WVMLS DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. WVMLS SHALL NOT BE LIABLE TO FIRM FOR ANY CLAIM ARISING FROM INACCURACIES IN THE WVMLS DATA, ANY FAILURE TO UPDATE THE WVMLS DATA PROMPTLY, OR THE WVMLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL.

25. **Arbitration; Attorney's fees.** In the event WVMLS claims that Firm has violated the WVMLS Policies, WVMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the WVMLS Policies, provided WVMLS does not also base a claim that Firm has breached this Agreement on the same facts. Except as set forth in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including any claim against Consultant shall be settled by arbitration conducted by and in accordance with the effective arbitration rules of the Arbitration Service of Portland, Inc., and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The party not prevailing in arbitration shall pay each prevailing party's reasonable attorney's fees, which shall be fixed by the arbitrators in their award and by the court or courts in which any exceptions to the award, including any appeal thereof, are tried, heard or decided. In the event a dispute arises as to the applicability of the arbitration requirement, the arbitrator(s) assigned to the dispute shall have the sole authority to determine arbitrability. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of Oregon and Marion County Circuit Court or the Federal District Court of Oregon, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to arbitration. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

26. **Indemnification.** Subject to Paragraph 24, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

27. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

28. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

29. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

30. **Entire Agreement.** Subject to WVMLS Policies, this Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same.

31. **Relationship of the Parties.** The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of WVMLS or have any authority to make any agreements or representations on the behalf of WVMLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

32. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

Willamette Valley Multiple Listing Service WVMLS Participant Data Access Agreement

<p style="text-align: center;">NOTE:</p> <p>Under this Agreement, FIRM IS PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE. If Firm chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with WVMLS and each such consultant.</p> <p>Under this Agreement, CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM NAMED HERE. Consultant may not use data obtained under this Agreement to provide any services to other brokerage firms. Consultant must enter into a new version of this Agreement with WVMLS and each such brokerage firm.</p> <p>If Firm will perform its own technical work and there is no Consultant party to this Agreement, Firm should cross out the Consultant signature box before returning this Agreement to WVMLS.</p>	<p style="text-align: center;">FIRM</p> <p>_____</p> <p>Firm name</p> <p>_____</p> <p>Name of WVMLS Designated Member (print)</p> <p>_____</p> <p>Signature of WVMLS Designated Member</p> <p>_____</p> <p>Name of WVMLS Participant Broker (if different)</p> <p>_____</p> <p>Signature of WVMLS Participant Broker (if different)</p>
<p>2ND LEVEL DOMAIN</p> <p>_____</p> <p>2nd Level Domain</p> <p>(Website address/URL where listings will be displayed)</p>	<p>Date: _____</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p>
<p>WVMLS</p> <p>Willamette Valley Multiple Listing Service</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>Date: _____</p> <p>(effective date of this Agreement)</p> <p>Contact for notices and operations matters</p> <p>Name: John Cogdill</p> <p>Phone: 503-399-8657</p> <p>Email: idx@wvmls.com</p> <p>Mailing: 3421 25th St SE, Salem, OR 97302</p>	<p>CONSULTANT (Vendor)</p> <p>_____</p> <p>Consultant name</p> <p>_____</p> <p>Signature of owner or officer</p> <p>_____</p> <p>Name of owner or officer</p> <p>Date: _____</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p>

Willamette Valley Multiple Listing Service WVMLS Participant Data Access Agreement

Exhibit A – Other Permitted Uses

1. None.

**Willamette Valley Multiple Listing Service
WVMLS Participant Data Access Agreement
FEE SCHEDULE**

Setup Fee	\$100
Quarterly Fee	\$90

Fees are per-profile. Payment is required in advance and automatic credit card billing strongly encouraged.

Payments are due the first day of each quarter for the following 3-month period

WVMLS Billing Policy



INDIVIDUAL BILLING: WVMLS Members are responsible for all payment of dues and other charges for all affiliated licensees. However, as a courtesy, Willamette Valley MLS will bill Members and their licensees individually.

To assist Members, WVMLS will make reasonable attempts to collect dues and alert Members of licensee non-payment of 30 days or more. Members shall be invoiced directly for licensees who fail to keep individual accounts current.

ADVANCE PAYMENT: WVMLS collects dues and office fees on a monthly basis, in advance. Advance quarterly or yearly billing is also available upon request.

INVOICES: Invoices for dues and office fees are emailed on the first of the month and are due on the first of each month. Billable supplies and services are invoiced at the point of purchase and are due upon receipt.

METHODS OF PAYMENT: Recurring AutoPayment with a designated credit or debit card is strongly encouraged. Online and phone payments are accepted by credit or debit card. Checks, money orders, and cash payments may be made at the WVMLS office.

OVERDUE INVOICES: Invoices are overdue 15 days from the invoice date. Overdue notices will be emailed at 15 and 30 days, but it is the responsibility of each Member and licensee to keep their accounts current. Refer to Fee Schedule below.

SUSPENSION: At 45 days from invoice date, all services will be suspended, including KeyCard access, WVMLS database, and any active listings in the WVMLS database. Note: For overdue Member accounts, suspension includes WVMLS services for all their affiliated licensees. Refer to Fee Schedule below.

REINSTATEMENT: Members may be reinstated when all past due amounts are paid. Members and licensees may be required to authorize recurring AutoPayment with a credit or debit card and/or be added to Members monthly invoice. Refer to Fee Schedule below.

REFUNDS: Upon termination of WVMLS service, Members or licensees may request a refund of funds on account. No refunds will be given for any amount equal to or less than one month's regular billing, or for any interest or reinstatement fees. Key deposit, if applicable, may be applied to any unpaid balance due, with any remainder refunded.

FEE SCHEDULE & TIMELINE

15 days from invoice date	Overdue notice emailed	
30 days from invoice date	2 nd overdue notice w/notice to Member as appropriate	
	Late Fee	\$15
45 days from invoice date	Suspension of services	
60 days from invoice date	Interest begins to accrue	1.5% interest per month (18% annum)
	Member invoiced for licensee overdue amounts and licensee added to their account for future dues	
On Occurrence	Returned Check Fee	\$25
On Reinstatement	Reinstatement Fee	\$50

Exemption of Dues Application



This request to the WVMLS Board of Directors for an exemption from the requirement to pay monthly dues requires the signature of both the licensee and the Designated Member. Circumstances for which dues exemption may be granted include: extended illness, extended vacation, retirement, property managers or certain firm employees*.

The following provisions apply during a period of dues exemption:

- Licensee must not participate in ANY real estate activity, such as listing, selling, leasing, showing, advertising, counseling, appraising or prospecting properties for sale. Any active or pending listings must be transferred to the Designated Member prior to application. Referral activity is permitted.
- No WVMLS KeyCard service or access
- No WVMLS database access
- \$25 initial fee, \$25 annual fee thereafter
- Minimum Exemption period of 6 months, otherwise monthly dues will be assessed from the initial exemption date
- Exemption Application must be renewed every 12 months
- Designated Member for any exempted Licensee who is found to have engaged in real estate activity (other than referral) during the Exemption period shall be responsible for retroactive monthly dues for the entire Exemption period

* Firm employees may be allowed access to the WVMLS database for the purpose of providing clerical or technical support to the Firm. Licensee must be a salaried employee of the Real Estate firm. Licensed “Personal Assistants” do not qualify for Exemption. Designated Member agrees to notify WVMLS immediately should Exempted Licensee leave their employ.

The undersigned have been given a copy of and agree to abide by WVMLS Bylaws and Rules, in addition to all of the provisions above.

Exemption Reason: _____

(Mark One: Extended Illness, Extended Vacation, Retirement, Referral Only, Property Manager, Firm Employee)

 Licensee Name Licensee Signature Date

 Designated Member Name Designated Member Signature Date

MLS USE: Member Code: _____	Licensee # _____
\$25 Fee _____ Pd Date: _____	Keycard # _____ Rtn Date: _____
Board of Directors Approval Date: _____	