



Sunflower Multiple Listing Service

Rules & Regulations (Revised May 2025)

SMLS President:

Janet Carter

dotloop verified
05/20/25 10:45 AM CDT
2M9F-PQEI-PNOO-YVEJ

Association Executive:

Denise Humphrey

dotloop verified
05/20/25 11:16 AM CDT
5WDC-IANS-5DBJ-HZ2N

Sunflower MLS Rules & Regulations

M indicates that the section is required by NAR.

SECTION 1: LISTING PROCEDURES

Section 1.0 Listing Procedures

Listings of real property of the following types, which are listed subject to a real estate broker's license and are located within the service area of the multiple listing service (counties of Brown, Nemaha, Jackson, Jefferson, Shawnee, Osage, Lyon, and Greenwood) and are taken by Participants on an Exclusive Right to Sell Listing or an Exclusive Agency Listing, must be delivered to the Multiple Listing Service within three (3) calendar days (with the exception of federal holidays) after all necessary signatures of seller(s) have been obtained.

- a. single family homes for sale or exchange
- b. vacant lots and acreage for sale or exchange
- c. two-family, three-family, and four-family residential buildings for sale or exchange

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to cooperate with other Participants of the multiple listing service acting as subagents, buyer agents, or both. The listing agreement must include the Seller/Landlord's written authorization to submit the agreement to the Multiple Listing Service. To ensure MLS compliance, the listing brokerage must furnish a copy of the listing agreement and any relevant transaction documentation upon request by SMLS staff.

The Exclusive Right to Sell Listing is the form of listing where the Seller/Landlord gives exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property. SMLS designates exclusive right to sell listings with the code "ER" in the listing agreement type field.

Exclusive Agency Listings also authorizes the listing broker as exclusive agent, to cooperate with other brokers in the sale of the property, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. SMLS designates exclusive agency listings with the code "EA" in the listing agreement type field.

Listings with Named Exceptions should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. SMLS designates listings with named exemptions with the code "ERR" in the listing agreement type field. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. **M**

The SMLS does not accept the following types of listing agreements.

Net Listings - A Net Listing is a contractual agreement under which a seller(s) or lessor(s) agrees to receive a certain dollar amount for the sale of their property regardless of the sale price. Net listings are not accepted because these listings are deemed unethical and are illegal in most states.

Open Listings – Open listings are not exclusive listings. Open listings are not accepted except where required by law because the inherent nature of an open listing does not usually include the authority to cooperate.

Sunflower MLS Rules & Regulations

Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). *(Amended 8/24)* **M**

Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. **M** *(Adopted 11/19)* SMLS defines “business day” from midnight to 11:59 P.M. *(Added 6/23)*

Section 1.1 Types of Properties

Following are some of the types of properties that may be published through the SMLS, including types described in the preceding paragraphs that are required to be filed with the SMLS and other types that may be filed with the SMLS at the Participant’s option, provided, however, that any listing submitted is entered into within the scope of the Participant’s licensure as a real estate broker for a property located in the state of Kansas: *(Amended 9/21)*

1. Residential - required
2. Residential income - required
3. Subdivided vacant ground - required
4. Farms and acreage - required
5. Business opportunity
6. Mobile homes affixed to real property
7. Mobile home parks
8. Commercial income
9. Industrial
10. Motel-hotel

Section 1.1.1 Listings Subject to Rules and Regulations of the SMLS

Any listing to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the SMLS upon signature of the Seller/Landlord(s).

Section 1.2 Detail on Listings Filed with SMLS

A Property Data Form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

Section 1.2.0 Accuracy of Listing Data

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. **M**

Section 1.2.0.1 Duplicate Listings

- Any change to the address or tax account number in order to input a duplicate listing is a

Sunflower MLS Rules & Regulations

violation of these Rules.

- Multiple listings of the same address will be permitted if the listings offer substantially different property descriptions (*i.e.*, Single-Family Residence with 3 acres, and Single-Family Residence with 80 acres.)
- A listing can be added into more than one property type (RE, MF, CI, and LD).
- The listing office is required to withdraw the duplicate listing when property status is changed in order for stats to be accurate. (*Amended 5/15*)

Section 1.2.0.2 Required Fields

All required fields must be completed with accurate information and kept up to date. Dashes and special characters (N/A) are not permitted. This includes updating the anticipated closing date for listings which have been placed under contract but are past the original closing dates entered in the MLS.

Section 1.2.0.3 Taxes

Enter only Total True Taxes. Do not enter taxes reflecting any exemptions. TBD is only acceptable for listings of vacant land being split from a larger parcel and new construction that has not yet been assessed by the county appraiser. Estimated values are allowed as long as they are identified as being “EST”. (*Amended 9/21*)

Section 1.2.0.4 Remarks

All information contained in the “Public” and “Agent” Remarks Sections must be in compliance with all local, state and/or federal Fair Housing laws. (*Amended 8/24*)

a. **Public Remarks Section:** This section is reserved to further describe the property being offered for sale or lease and shall be limited to information describing the physical traits of the listed property, its location, and the transaction preferences for the listed property. It should NOT contain any agent information, brokerage information, web addresses/URLs, contact information, calls to action that could be perceived as encouragement to circumvent a buyer broker, or other inappropriate information. URLs for virtual tours, HOA websites, property specific vanity websites, or other websites directly related to the sale of the property may be entered in the virtual tour fields or HOA website field. Buyer incentives are acceptable when they are from the seller to the buyer and are not limited to or conditioned upon the retention of or payment to a cooperating broker, buyer broker, or other buyer representative.

b. **Agent Remarks Section:** This section is reserved for information to be shared only with other Sunflower MLS Participants and Subscribers. This may include lock box location, cell phone numbers, web addresses, showing instructions, or other information. Property access codes (lockbox codes, garage door codes, keypad codes, gate codes, or any other code that allows a person to obtain access to a property) may NOT be entered anywhere on the MLS. No offers of compensation are allowed.

Section 1.2.0.5 Directions

The Directions Field must contain directions that any reasonable, prudent person can use to locate the property. For land listings with no address (e.g., 0000 X RD) include in the directions the address of the nearest property. Consult map, see agent, company identity, web sites and other information, are not permitted.

Section 1.2.0.6 Photo Policy

All photos must be a fair, true, and accurate representation of the current condition of the property for sale and must comply with local, state, and federal laws including KREC Statute 58-3086 (a): “No licensee shall

Sunflower MLS Rules & Regulations

use any promotion or advertisement in any type of media that: (1) Is misleading or inaccurate as to any material fact or that in any way misrepresents any property, terms, values, policies or services of the business conducted.”

Any listing, other than unimproved land, requires at least one current exterior photo of the front of the property within (3) calendar days (excluding federal holidays) from the input date. This includes all classes and statuses, unless Seller/Landlord(s) of the property expressly direct that photographs or other graphic representation of the property, which include architectural or elevation drawings, be withheld from the MLS compilation. At the end of the (3) three-day period following input, any listing without a photo will result in a rules and policies infraction. (*Amended 4/23*)

- a. For new construction, the architectural or elevation drawing is required within the same (3) three-day period from input date and is subject to the same non-refundable fine assessment. When the new construction is complete, a photo may replace the architectural drawing if desired.
- b. Office, Agent, and personal promotion information is prohibited from being in the property photo. Photos submitted must be free of any advertising logos or images, or any kind of Agent information, superimposed or inserted in the photo(s). This includes “for sale” signs, watermarks, logos, promotional text, etc.
- c. Virtual tours may be branded with agent/brokerage information and must comply with KREC advertising rules.
- d. Virtual staging is defined as using a photo editing software or service to create a photo or conceptual rendering of what the property could look like if it were staged or lived in. Permitted uses of virtual staging include modifying photos or renderings to add or remove personal property items that would not typically convey with the real property (furniture, potted plants, etc.).

Public remarks must state that photos have been virtually staged or are of a model home when applicable.

Prohibited uses of virtual staging:

- a. Modifying permanent fixtures or adding any attached improvements that would typically convey per paragraph 1 of the SAR contract or would lead to a violation of KREC statute 58-3086 is prohibited. (E.g., you may not add curtains, carpeting or other permanent flooring, built-in kitchen appliances, alter interior or exterior walls or roofing materials, or add or remove other items that would result in misleading or inaccurate portrayal of material facts about the property for sale.)
- b. Modifying photos or renderings to include visual elements not within a property owner’s control is prohibited. (E.g., changing the view from the property to one that is not possible from that location in the real world.)
- c. Modifying photos to exclude negative visual elements is prohibited. (E.g., removing a hole in the wall, power lines, or damaged flooring.)
- d. Only property photos, architectural renderings, floorplans, and maps may be uploaded to the photo section of the MLS. All other documents must be uploaded in the documents section.
- e. All photos, virtual staging, floorplans, maps and architectural or elevation drawings submitted to the MLS require that the individual who prepared and owns intellectual property rights to those

Sunflower MLS Rules & Regulations

items has signed an assignment of intellectual property rights to the agent and to the Sunflower Association of REALTORS®. (*Amended 4/23*)

Section 1.2.0.7 – Owner Name is a required field for listings of vacant land.

Section 1.3 Exempt Listings (Not required/applicable)

Section 1.4 Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the Seller/Landlord and shall be filed with the SMLS immediately but within no later than (3) three calendar days after the authorized change is received by the listing broker. The listing office must maintain the proper paperwork and present it to the SMLS staff if requested.

Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the SMLS by the listing broker before the expiration date of the listing agreement, and a copy of the agreement between the Seller/Landlord and the listing broker which authorizes the withdrawal must be made available for review by the SMLS if requested.

Seller/Landlord(s) do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when Seller/Landlord(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the Seller/Landlord. **M**

Any listing that has been withdrawn for any reason must maintain its original MLS number when the property returns to active status unless the listing has been off the market for more than 30 days or is listed with a different agent or brokerage. (*Added 4/22*)

Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

Section 1.7 Listing/Lease Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction. **M**

Section 1.8 Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be listed on individual Property Data Forms. When part of the listed property has been sold, proper notification should be given to the SMLS.

Section 1.9 No Control of Commission Rates or Fees Charged by Participants

The SMLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the SMLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants. **M**

Section 1.10 Expiration, Extension, and Renewal of Listings

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the SMLS receives notice that the listing has been extended or renewed. If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or

Sunflower MLS Rules & Regulations

renewal will be published in the same manner as a new listing, however market time will be calculated from original listing date unless more than thirty days have passed since the expiration of the listing. Extensions and renewals of listings must be signed by the Seller/Landlord(s) and filed with the SMLS through extension of the listing by the Participant. **M**

Section 1.11 Termination Date on Listings

Listings filed with the SMLS shall bear a definite and final termination date, as negotiated between the listing broker and the Seller/Landlord(s). **M**

Section 1.12 Service Area

Only listings of the designated types of property located within the service area of the SMLS are required to be submitted to the SMLS. Listings of property located outside the SMLS's service area but within the state of Kansas will be accepted if submitted voluntarily by a participant but cannot be required by the service.

M

Section 1.13 Listings of Suspended Participants

When a Participant of the SMLS is suspended from the SMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, SMLS Bylaws, SMLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the SMLS by the suspended Participant shall, at the Participant's option, be retained in the SMLS until sold, withdrawn, or expired, and shall not be renewed or extended by the SMLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board or SMLS (or both) for failure to pay appropriate dues, fees, or charges, SMLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the SMLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients. **M**

Section 1.14 Listings of Expelled Participants

When a Participant of the SMLS is expelled from the SMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, SMLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with SMLS by the expelled Participant shall, at the expelled Participant's option, be retained in the SMLS until sold, withdrawn or expired and shall not be renewed or extended by the SMLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association or SMLS (or both) for failure to pay appropriate dues, fees or charges, SMLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information.

Prior to any removal of an expelled Participant's listings from the SMLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

Section 1.15 Listings of Resigned Participants

When a Participant resigns from the SMLS, the SMLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the SMLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

Sunflower MLS Rules & Regulations

Section 1.16 Property Addresses

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (*Amended 5/21*) **M**

Section 1.17 Coming Soon Listings

Coming Soon is a sub-status of the Active status in which property information is input and shared with all Participants and Subscribers. Showings are **NOT** allowed for the property while in the status of Coming Soon, **even by the listing agent or broker.**

- a. All property listed in the Coming Soon status must contain a Begin Showing Date when input into Paragon. Listing agents, with seller authorization, may change the Begin Showing Date at any time, except after the listing becomes Active.
- b. Coming Soon listings will automatically change to the Active status at 12:00 A.M. on the Begin Showing Date entered in Paragon.
- c. A listed property may be entered in the Coming Soon status beginning on the effective date of the listing agreement with the Begin Showing Date no less than two weeks prior to the expiration date of the listing agreement.
- d. Listings in the Coming Soon status may be publicly marketed.
- e. **Showings are prohibited by any agent, including the listing agent, for all property in the Coming Soon status. Any showing will result in a fine of \$1000 for the listing agent and may include an additional \$1000 fine for the showing agent.**
- f. All listings in the Coming Soon status are required to include the following disclaimer in Public Remarks: *Disclaimer: Sight unseen offers may be accepted by the Seller. The Showing Begin Date is subject to change.*
- g. In the event that a sight unseen offer is accepted by the seller, the listing agent will change the status from Coming Soon to Active, and then to Under Contract within one (1) day.
- h. Once a listing is removed from the Coming Soon status, it cannot be returned to the Coming Soon status.
- i. While in the Coming Soon status, DOM will accrue. When the status is changed to Active, DOM will reset to zero.
- j. The listing agreement for a listing in the Coming Soon status must pre-authorize an immediate status change from Coming Soon to Active, regardless of the Begin Showing Date, if the property is shown by anyone, including the seller, prior to the Begin Showing Date.
- k. Agents are required to follow the Coming Soon Showing Protocol outlined in Appendix A if there is any change to the Begin Showing Date (forward or backward) or an unauthorized showing.

SELLING PROCEDURES

Section 2 Showing and Negotiations

Appointments for showings and negotiations with the Seller/Landlord for the purchase/lease of listed property filed with the SMLS shall be conducted through the listing broker, except under the following circumstances:

- a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

M

Sunflower MLS Rules & Regulations

Section 2.0.1 Limitations for Entry to Property

Members using combinations, mechanical or push-button lockboxes, electronic codes (including one-time codes) or any other device or means for gaining entry into real property listed for sale/lease, pending sale/lease or under contract (sold) shall be limited to the following:

- a. To gain entry to a property for the purpose of exercising authority or responsibility derived from the agency or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the Agent.
- b. To gain entry to a property for the purpose of exercising authority or responsibility derived from the agency or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the Agent, and an agreed sale/lease Agreement, to facilitate completion of specified inspections, re-inspections, and appraisals.
- c. To gain entry to a property for the purpose of exercising authority or responsibility derived from the agency or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the Agent, and an agreed sale/lease Agreement, in order to facilitate the completion of negotiated and agreed repairs or replacements by specific workmen or contractors.

Prior to leaving the property, close and lock any windows or doors opened or unlocked. Members shall return the property key(s) to the lockbox, if used, when leaving the property and assure that the lockbox has been securely closed before leaving the property. If unable to secure the property, the listing agent will be immediately notified. *(Amended 9/15)*

Section 2.0.2 Unauthorized Access by Non-Licensed Individuals or Groups

Members shall not permit access to the property unless accompanied at all times by a licensed agent. No person who has been admitted to the property by a member may remain in the property after the member has left the property without the consent of the property owners.

No member shall lend or permit the use of their combination, lockbox code, electronic code, or any other device or means for gaining entry to any unauthorized person under any circumstance.

Section 2.1 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. **M**

Section 2.2 Submission of Written Offers

The listing broker shall submit to the Seller/Landlord all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the Seller/Landlord and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the Seller/Landlord obtain the advice of legal counsel prior to acceptance of the subsequent offer. Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counteroffers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. *(Amended 11/05)* **M**

Section 2.3 Right of Cooperating Broker in Presentation of Offer

Cooperating participants (subagent, buyer agent, or licensee in other agency or non-agency capacity) or their representative has the right to participate in the presentation to the Seller/Landlord or leaser of any

Sunflower MLS Rules & Regulations

offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the Seller/Landlord or leaser and the listing broker. However, if the Seller/Landlord or leaser gives written instructions to the listing broker that the cooperating broker may not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the Seller/Landlord's written instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for such presentations. *(Amended 4/92)*

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. **M**

Section 2.4 Right of Listing Broker in Presentation of Counteroffer

The listing broker or his representative has the right to participate in the presentation of any counteroffer made by the Seller/Landlord or leaser. He does not have the right to be present at any discussion or evaluation of that counteroffer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counteroffer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. *(Adopted 11/93)* **M**

Section 2.5 Reporting Sale/leases to SMLS

Status changes, including final closing of sale/lease(s), must be filed with the SMLS by the listing broker within three (3) calendar days (excepting federal holidays). 1st day of the three (3) calendar day requirement is the day after the closing. If negotiations were carried on under Section 2a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within 48 hours after the occurrence and the listing broker shall report to the SMLS within (3) three calendar days after execution of the purchase/lease agreement or within (3) three calendar days after all contingencies except financing have been removed. Listings may not be marked sold until after closing/settlement has been completed. *(Amended 10/18)* **M**

Section 2.5.0.1 Reporting Non-SMLS Sales

Non-SMLS and/or unrepresented seller (FSBO) sales volume may (but is not required) be recorded for volume. If entered, the sale must be entered into the MLS within three (3) calendar days of closing. Property is NOT to be entered into the MLS until it has closed. All applicable fields must be completed, including at least one (1) exterior photo. The selling agent must enter the listing data then contact the SAR office to have the listing agent changed to "House Non-Member." The selling agent must have permission from the seller to enter the sale in the MLS. All listing rules and corresponding sanctions for violations apply.

Section 2.6 Reporting Resolutions of Contingencies

The listing broker shall report to the SMLS within twenty-four (24) hours that a contingency on file with the SMLS has been fulfilled or renewed, or the agreement cancelled. **M**

Section 2.7 Advertising of Listing Filed with the SMLS

A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker. **M**

Sunflower MLS Rules & Regulations

Section 2.7.1 Sharing on Social Media

Sharing a link on social media to an IDX display of another broker's listing is permitted under the following limited circumstances provided the display complies with state law, KREC regulations, and MLS rules:

1. The listing is participating in the IDX program. (IDX Include = Y on MLS data sheet)
2. The social media post links to an IDX website or IDX compliant display from the MLS. This includes the Collab Center links generated with the "Share" button in Paragon, your own IDX website, your broker's IDX website, or links to other publicly available IDX sites.
3. The post includes this text: "Listing provided courtesy of <listing agent name and listing brokerage>" and post properly identifies your supervising broker's trade or business name.
4. Additional text is limited to: "Check out this listing" or "I'd love to show you this house" or something very similar.
5. DO NOT add additional information about the listing to the post or in the comments section. Your social media page is not an approved IDX website.
6. DO NOT generate any original content based off the photos or data posted in the MLS. *(Added 8/22)*

Section 2.8 Reporting Cancellation of Pending Sale/Lease

The listing broker shall report immediately to the SMLS the cancellation of any pending sale/lease, and the listing shall be reinstated immediately. **M**

Section 2.9 Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the Seller/Landlord's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

Section 2.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

Section 3 Refusal to Sell

If the Seller of any listed property filed with the multiple listing SMLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the SMLS and to all Participants.

PROHIBITIONS

Section 4 Information for Participants Only

Any listing filed with the SMLS shall not be made available to any nonparticipant without the prior consent of the listing broker. **M**

Section 4.1 For Sale/lease Signs

Only the "For Sale/lease" sign of the listing broker may be placed on the property. **M**

Section 4.2 Sold Signs

Prior to closing, only the "Sold" sign of the listing broker may be placed on the property, unless the listing broker authorizes the cooperating broker (selling broker) to post such a sign. **M**

Section 4.3 Solicitation of Listing Filed with the SMLS

Participants shall not solicit a listing on property filed with the SMLS unless such solicitation is consistent

Sunflower MLS Rules & Regulations

with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations. **M**

Section 4.4 Use of the Terms MLS and Multiple Listing Service

No MLS Participant, Subscriber, or licensee affiliated with any Participant shall, through the name of their firms, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers, and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

Section 4.5 Services Advertised as “Free”

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. *(Added 11/21)* **M**

Section 4.6 No Filtering of Listings

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. **M**

NO COMMISSIONS ALLOWED ON THE MLS

Section 5: No Compensation Specified on MLS Listings

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant’s access to any MLS data and data feeds.

Note 1: The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract, and the multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buying brokers).

Note 2: The multiple listing service shall make no rule on the division of commissions between Participants and non-Participants. This should remain solely the responsibility of the listing broker.

Note 3: Multiple listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require Participants to disclose potential short sales when

Sunflower MLS Rules & Regulations

Participants know a transaction is a potential short sale. (*Amended 8/24*) **M**

Section 5.0.0 Disclosures of Compensation

MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. (*Added 8/24*) **M**

Section 5.0.1 Disclosing Potential Short Sales (Option #2)

Participants must disclose potential short sale (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the Seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing Participants. **M**

Section 5.0.2 Written Buyer Agreement

Unless it is inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a. A specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;
- b. The amount of compensation in a manner that is objectively ascertainable and not open-ended;
- c. A term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. A conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. Buyer agreements must be submitted to SMLS upon request. (*Added 8/24*) **M**

Section 5.1 Participant as Principal

If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in property, the listing of which is to be disseminated through SMLS, that person shall disclose that interest when the listing is filed with the SMLS and such information shall be disseminated to all Participants. **M**

Section 5.2 Participant as Purchaser

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. **M**

SERVICE CHARGES

Section 6 Service Fees and Charges

The following service charges for operation of the SMLS are in effect to defray the costs of the SMLS and are subject to changes from time to time in the manner prescribed:

Sunflower MLS Rules & Regulations

Section 6.1 Initial Fee

An applicant for Participation in the SMLS shall pay an application fee as determined by the board of directors, with such fee to accompany the application.

Section 6.2 Subscription Fees

Access to the current database shall be supplied to the Participant upon payment of the Initial Participation Fee and the Subscription Fee. The Participant shall be responsible for a Subscription Fee for each access to be supplied to each individual employed by or affiliated as an independent contractor (including licensed or certified appraisers) with the Participant who has access to the SMLS.

An individual shall be deemed to be licensed or certified with a Participant if the license or certification is held by the Participant or any broker who is licensed or certified with the Participant or by any entity in which the Participant has a direct or indirect ownership interest. The amount of the Subscription Fee is the monthly fee determined by the Board of Directors as necessary for proper operation and administration of the SMLS.

Section 6.2.1 Waiver of Fees

SMLS will provide Participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CEI where the principal broker participates. SMLS may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. *(Adopted 8/18)* **M**

- a. violation of the MLS Subscription Waiver by use in any way of MLS to list, sell, show, or appraise property will cause automatic revocation of the waiver. Thereupon, the MLS Participant shall pay a sum equal to the actual fees that would have been incurred since the effective date of the waiver, not to exceed twelve months, plus a \$300 penalty.

Section 6.3 Direct Expenses

Direct expenses related to Participants and Subscribers will be charged to the Participant (i.e., postage and copies, etc.).

Section 6.4 Reactivation of MLS Access

Any Participant/Subscriber whose MLS access is interrupted for any reason (failure to complete orientation, non-payment of dues, fees, fines, or assessments, or any other reason) shall pay \$100.00 to reactivate MLS access and pay any dues, fees, fines, or assessments that were owed at the time of interruption. *(Amended 5/17)*

SECTION 7: COMPLIANCE WITH RULES

Compliance with Rules - Authority to Impose Discipline

By becoming and remaining a Participant or Subscriber in this MLS, each Participant and Subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the

following:

- a. letter of warning

Sunflower MLS Rules & Regulations

- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Amended 11/14)* **M**

Section 7.1 Results of Noncompliance

The following action may be taken for noncompliance with the rules:

- a. for failure to pay any service charge or fee within one month of the due date, and provided that at least ten days' notice has been given, service shall be suspended until service charges or fees are paid in full. MLS may back-bill participants for unpaid fees up to the current fiscal year. *(Amended 5/15)*
- b. for failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply.

MLS participants and subscribers can receive no more than Three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, The MLS will send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. **M** *(Adopted 11/20)*

Section 7.2 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sale/lease licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or Subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, the failure of any user or Subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant.

Section 7.3 Roster and Licensing Changes

Participants (brokers) must notify the MLS within three (3) calendar days of any final action taken by a licensing board against the participant or any subscriber affiliated with the participant including, but not limited to, any final decisions restricting, suspending, or revoking a real estate license or appraiser's certification or license of a broker, the broker's firm or corporation under which the broker and members acts, or any licensee affiliated with the broker or the broker's firm or licensee or appraiser who was affiliated with the broker or broker's firm at the time of the underlying act. Participants are required to notify the MLS of any changes in their subscriber roster (e.g., when an agent moves to another brokerage, joins your brokerage, or deactivates their license) within three (3) calendar days. *(Amended 7/18)*

SECTION 8: MEETINGS

The meetings of the Participants of the SMLS or the Board of Directors of the SMLS for transaction of calendar of the SMLS shall be held in accordance with the provisions of Article 7, Bylaws of the SMLS.

Sunflower MLS Rules & Regulations

SECTION 9: ENFORCEMENT OF RULES OR DISPUTES

Consideration of Alleged Violations

The Board of Directors shall give consideration to all written complaints having to do with violations of the Rules and Regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors.

M (*Amended 1/19*)

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. **M** (*Amended 11/20*)

Section 9.1 Violation of Rules and Regulations

If the alleged offense is a violation of Rules and Regulations of the SMLS and does not involve a charge of alleged ethical misconduct or request for arbitration, it may be administratively considered and determined by the Board of Directors of the SMLS, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided that the recipient of said sanction may request a hearing before the Professional Standards Committee of SAR in accordance with the Bylaws and Rules and Regulations of SAR within twenty (20) days following receipt of the Directors' decision. (*Amended 11/96*)

If rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty

(20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. **M** (*Adopted 2/98*)

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the Board of Directors of the SMLS to the Sunflower Association of REALTORS®, Inc., for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws. (*Amended 11/88*) **M**

Section 9.3 Complaints of Unauthorized Use of Listing Content

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

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

Sunflower MLS Rules & Regulations

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

If after ten (10) days following transmittal of the Board of Director's determination the alleged violation remains uncured (i.e., the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. **M** (*Amended 1/19*)

Section 9.4 MLS Rules Violations

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. **M** (*Amended 1/19*)

Violations of policy will be addressed as outlined in Section 7. See attached Schedule of Fines for Administrative Sanctions for more information.

SECTION 10: CONFIDENTIALITY OF MLS INFORMATION

Section 10 Confidentiality of MLS Information

Any information provided by the SMLS to the Participants shall be considered official information, which is confidential and exclusively for the use of Participants and persons affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. (*Amended 4/92*) **M**

Section 10.1 MLS Not Responsible for Accuracy of Information

The information published and disseminated by the SMLS is communicated verbatim, without change by the SMLS, as filed with the SMLS by the Participant. The SMLS does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the SMLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10.2 Access to Comparable and Statistical Information

Board Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Board Members and individuals affiliated with Board Members who are also engaged in the real estate calendar and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office, or firm except as otherwise specified in these Rules and Regulations.

Section 10.3 MLS Access Logins and Password(s)

Any authorized MLS users shall not give out their login information or password(s) to any other participant or non-participant. Failure to comply with this Rule will subject the member to a fine of **\$1,000 and possible suspension of MLS privileges for not less than thirty (30) days nor more than one (1) year to be determined by the Board of Directors.**

Sunflower MLS Rules & Regulations

SECTION 11: OWNERSHIP AND USE OF MLS COMPILATIONS AND COPYRIGHTS

By the act of submission of any property listing content to the MLS, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on "Comparables." Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. *(Amended March/16)* **M**

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content of any inadequacy of ownership, license, or title to the submitted listing content. **M** *(Adopted 5/18)*

Section 11.1 Ownership

All right, title and interest in each copy of every MLS Compilation created and copyrighted by the Sunflower Association of REALTORS®, Inc. and in the copyrights therein, shall at all times remain vested in the Sunflower Association of REALTORS®, Inc.

Section 11.2 Display

Each Participant shall be entitled to lease from the Sunflower Association of REALTORS®, Inc., and its MLS a number of copies of (or rights to access) each MLS Compilation sufficient to provide the Participant, and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant, with one copy of such compilation. The Participant shall pay for each such copy the fee set by the Association.

Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

M SECTION 12: USE OF COPYRIGHTED MLS COMPILATION

Section 12 Distribution

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Sunflower Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law. *(Amended 4/92)*

Section 12.1 Display

Participants and those persons affiliated as licensees with such Participants shall be permitted to display the MLS compilation to prospective purchasers/lessees only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation. *(Amended 1/16)* **M**

Sunflower MLS Rules & Regulations

Section 12.2 Reproduction (Option #2)

Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers/lessees, a reasonable number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers/lessee are or may, in the judgment of the Participant or their affiliated licensees, be interested.

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale/lease with the Participant. Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those persons affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables," or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations (*Amended 5/14*) **M**

SECTION 13: USE OF MLS INFORMATION

Section 13 Limitations on Use of MLS Information (Option #1) M

Use of information from the MLS compilation of current listing information, from the Board's "Statistical Report," or from any "Sold" or "Comparable" report of the Board or SMLS for public mass media advertising by an SMLS Participant or in other public representations may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Board or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following or substantially similar, notice:

Based on information from Sunflower Association of REALTORS®, Inc., (alternatively, from Sunflower MLS, Inc.) for the period (date) through (date). (<i>Amended 11/93</i>)
--

Section 13.1 Failure to Comply and Violation

Any failure to comply with the terms herein constitutes a default of the Bylaws, Rules and Regulations of the SMLS and subject to penalties outlined in Section 9. (*Amended 11/15*)

SECTION 14: CHANGES in RULES and REGULATIONS

Amendments to the Rules and Regulations of the SMLS shall be by consideration and approval of the Board of

Sunflower MLS Rules & Regulations

Directors of the SMLS, in accordance with the provisions of Article 10, Section B of the Bylaws of the SMLS, subject to final approval by the Board of Directors of the Sunflower Association of REALTORS®, Inc. (Shareholder). **M**

Section 15 & 16 (options not applicable)

SECTION 17: ORIENTATION

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. *(Amended 11/04)* **M**

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies.

Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. *(Amended 11/17)*

SECTION 18: MLS RULES RELATED TO INTERNET DATA EXCHANGE (IDX)

IDX Defined

IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. *(Amended 5/17)* **M**

Section 18.1 Authorization (Option 1)

Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame, or display the aggregated MLS data of other Participants. **M**

Section 18.2 Participation (Option 4)

Participation in IDX is available to all MLS Participants/Subscribers who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants. *(Amended 11/09)* **M**

Section 18.2.1

Participants/Subscribers must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 5/12)* **M**

Section 18.2.2

MLS Participants/Subscribers may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines. *(Amended 5/12)* **M**

Sunflower MLS Rules & Regulations

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a Seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs) or other electronic forms of display or distribution. *(Amended 5/17)* **M**

Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant. *(Amended 11/17)* **M**

Section 18.2.5

Participants/Subscribers must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. *(Amended 5/17)* **M**

Section 18.2.6

Except as provided in the IDX policy and these rules, an IDX site or a Participant/Subscriber or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 5/12)* **M**

Section 18.2.7

Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify, and update information as required by the IDX policy and MLS rules. *(Amended 5/12)* **M**

Section 18.2.8

Any IDX display controlled by a Participant/Subscriber that

a. allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the Seller's listings at the request of the Seller. The listing broker or agent shall communicate to the MLS that the Seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9., a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the Seller. *(Adopted 5/12)* **M**

Section 18.2.9

Participants/Subscribers shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant/Subscriber beyond that supplied by the MLS and that relates to a specific property. Participants/Subscribers shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property

Sunflower MLS Rules & Regulations

explaining why the data or information is false. However, Participants/Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (5/17) **M**

Section 18.2.10

An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14) **M**

Section 18.2.11

Participants/Subscribers shall not modify or manipulate information relating to other Participants' listings. MLS Participants/Subscribers may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. (This is not a limitation on site design but refers to changes to actual listing data.) This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields. (Adopted 5/15) **M**

Section 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. (Amended 11/21) **M**

SECTION 18.3: DISPLAY

Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g., showing instructions and property security information,) may not be displayed. (Amended 11/21).

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 5/12)

Section 18.3.2. Deleted May 2015

Section 18.3.3 (moved to Section 18.2.12 May 2017 and classified as Mandatory.)

Section 18.3.4 Optional - not chosen

Section 18.3.5

Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.

Sunflower MLS Rules & Regulations

Section 18.3.6

Deleted by NAR November 2006

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information.

Section 18.3.8

Participants/Subscribers shall indicate on their Web sites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants/Subscriber and/or the MLS from liability. *(Amended 5/17)*

Section 18.3.9

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is fewer. *(Amended 11/17)*

Section 18.3.10

The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS. *(Adopted 11/11)*

Section 18.3.11

Optional – not chosen

Section 18.3.12

Display of expired, withdrawn, temporary withdrawn, and the sales price of sold listings is prohibited. *(Amended 11/14)*

Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited. *(Amended 11/11)*

Section 18.3.14

Participants/Subscribers are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS. *(Amended 7/17)*

Section 18.3.15

Option Not Chosen

Section 18.3.16

Option 2: Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. *(Adopted 4/20)*

Sunflower MLS Rules & Regulations

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Amended 5/05)

SECTION 19: VIRTUAL OFFICE WEBSITES (VOWs)

Section 19.1 VOW Defined

- a. A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability. **M**
- b. As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant. **M**
- c. “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW. **M**
- d. As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants. **M**

Section 19.2

- a. The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. **M**
- b. Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g., Internet Data Exchange (“IDX”). **M**
- c. Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW. **M**

Section 19.3

- a. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
 - i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection

Sunflower MLS Rules & Regulations

with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

- ii. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
 - iii. The Participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any email address is associated with only one username and password. **M**
- b. The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, username, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password. **M**
- c. If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **M**
- d. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:
- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant
 - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
 - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
 - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase, sale, or lease of an individual property;
 - v. That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database. **M**
- e. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click. **M**
- f. The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with

Sunflower MLS Rules & Regulations

MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant. **M**

Section 19.4

A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW. **M**

Section 19.5

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS. **M**

Section 19.6

a. A Participant's VOW shall not display listings or property addresses of any Seller who has affirmatively directed the listing broker to withhold the Seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the Seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of Sellers who have determined not to have the listing for their property displayed on the Internet. **M**

Seller Opt-Out Form

1. Please check either Option a or Option b
 - a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
 - OR
 - b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

Initials of Seller

b. A Participant who lists a property for a Seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the Seller to execute a document that includes the following (or substantially similar) provision: **M**

The Participant shall retain such forms for at least one year from the date they are signed, or one year from

Sunflower MLS Rules & Regulations

the date the listing goes off the market, whichever is greater. **M**

Section 19.7

- a. Subject to subsection (b), a Participant's VOW may allow third parties
- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii. display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **M**

b. Notwithstanding the foregoing, at the request of a Seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the Seller. The listing broker or agent shall communicate to the MLS that the Seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the Seller." **M**

Section 19.8

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment. **M**

Section 19.9

A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days. **M**

Section 19.10

Except as provided in these rules, the National Association of Realtors® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity. **M**

Section 19.11

A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used. **M**

Section 19.12

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property. *(Amended 11/21)* **M**

Section 19.13

A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies. **M**

Sunflower MLS Rules & Regulations

Section 19.14

A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf.

However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant. **M**

Section 19.15

A Participant's VOW may not make available for search by or display to Registrants any of the following information.

- a. Expired and withdrawn listings
- b. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- c. The seller(s') and occupant(s') name(s), phone number(s) and email address(es).
- d. Instructions or remarks intended for cooperating brokers only, such as these regarding showings or security of listed property.
- e. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS. *(Amended 11/21)*

Section 19.16

A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 19.17

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 19.18

A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. *(Amended 11/21)*

Section 19.19

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not fewer than 500 current listings or fifty percent (50%) of the listings in the MLS, whichever is less. *(Amended 11/17)*

Section 19.20

A Participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

Section 19.21

A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not

Sunflower MLS Rules & Regulations

display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.22

A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.23

Option not chosen.

Section 19.24

Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

SECTION 20: SENTRILOCK® LOCKBOX SYSTEM FOR MLS PARTICIPANTS AND SUBSCRIBERS

The following Rules, Regulations and Procedures are adopted by Sunflower MLS, Inc., for the protection of the public and shall be strictly adhered to by all User Participants and Subscribers.

Section 20.0.1 Definitions

- A. SentiLock® System refers to all components used in conjunction with SentiLock® products (i.e.: SentiSmart App, SentiLock® Website, Electronic Lockboxes, etc.).
- B. Lockbox refers to the key storage device.
- C. User is any licensed real estate associate or licensed appraiser, MLS Participants and Subscribers (and REALTOR-ASSOCIATE®, if applicable) and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a Subscriber under the supervision of Participant. *(Amended 05/15)*
- D. Participant is any principal broker or his/her designee in accordance with the National Association of REALTORS® (NAR) rules. *(Amended 5/15)*
- E. SMLS is the Sunflower MLS, Inc.
- F. SAR is the Sunflower Association of REALTORS®, Inc.
- G. User Agreement is the "SentiLock® User Agreement."
- H. Person means individual or entity.

Section 20.1 Policies

Upon execution, the User agrees to all terms and conditions of the SentiLock® User Agreement. Violation of any of such terms and conditions may constitute grounds for termination of the agreement and deactivation of the user's SentiLock account. If any provision of the SentiLock® User Agreement or these Rule and Regulations shall be held to be invalid, illegal, or unenforceable, such holdings shall not

Sunflower MLS Rules & Regulations

affect the validity, legality, or enforceability of the remaining provisions.

Section 20.1 Lockbox

- A. SMLS will sell Lockboxes to Users and maintain the database for SMLS User management.
- B. Lockboxes may be transferred between Users upon written request of the Lockbox owner.
- C. Replacement batteries are available for purchase at SMLS Office. Using batteries other than those provided by SMLS will void the Lockbox warranty.

If the lock box system is an activity of an association-owned and operated multiple listing service, then every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to participate in the SentiLock system within the parameters of this policy.

Section 20.2 Purpose

User shall use the SentiLock® system only for the purpose of gaining authorized entry into real property on which a system Lockbox has been installed pursuant to an agreement with the owner(s) of such real property. All SentiLock use must follow all SMLS Rules and Regulations including the showing procedures outlined in Section 2.

Section 20.3 License to Use

Upon execution of “User Agreement” User will be granted a personal, revocable, non-exclusive, and non-transferable license to use the SentiLock® application and Lockbox in combination with the User’s normal and customary activities while acting as a real estate agent or appraiser on the terms and conditions set forth in the referenced SentiLock® User Agreement. The User Agreement required of all SentiLock® Users is made part of these **Rules, Regulations and Procedures** by reference.

Section 20.4 Revocation/Refusal of License

User’s license to use the SentiLock® System may be revoked immediately upon any of the following events:

- A. Termination of User’s affiliation with an eligible Participant. *(Amended 5/15)*
- B. Failure of User to comply with any of the terms and conditions set forth herein, the provisions of the SentiLock® User Agreement, or the SMLS Bylaws, Rules and Regulations, and policies.
- C. Failure to pay appropriate SMLS fees.

Section 20.5 Action to Enforce

Any action for the enforcement of these Rules and Regulations or of the User Agreement may be made in the name of the SMLS, in any court holding jurisdiction over the geographic location of SMLS’s calendar address and shall include any payment of collection fees and attorney’s fees by User.

SMLS RULES & REGULATIONS – APPENDIX A COMING SOON SHOWING PROTOCOL

While in the Coming Soon status, if there is ANY change in the Begin Showing Date (forward or backward), the listing agent must notify all showing agents with a pre-existing scheduled showing appointment prior to any showing occurring, or within one (1) business day, whichever is first. A change to the Begin Showing Date will result in the following protocol, to be completed in this order:

1. Seller signs written authorization to change the Begin Showing Date.
2. Listing agent notifies ALL showing agents with scheduled appointments.
3. The Begin Showing Date is updated in the MLS.
4. Showings can occur after steps 1, 2, and 3 are completed.

Unauthorized showings are showings that occur outside of the listing agent/broker's knowledge. When the listing agent/broker becomes aware of any unauthorized showing, the following protocol is to be completed in this order:

1. The listing agreement for a listing in the Coming Soon status must pre-authorize an immediate status change from Coming Soon to Active, regardless of the Begin Showing Date, if the property is shown by anyone, including the seller, prior to the Begin Showing Date.
2. The listing agent notifies ALL showing agents with scheduled appointments.
3. The listing agent MUST change the status to Active in the MLS at the earliest opportunity, but no later than midnight of the same day.
4. Showings must be readily available after steps 1 & 2 are complete.
5. Unauthorized showings that happen as a result of estate or garage sales do not require a change to the listing status UNLESS a written offer is accepted, and at that point, the unauthorized showing protocol must be followed immediately, then the listing status should be changed to Active and then to Under Contract.

Sunflower MLS Rules Regulations Revision Tracking Appendix

Section	Revision	SAR BoD Approval Date
0	<p>Adopted: August 1, 1980 Previously Amended: February 11, 1981; May 18, 1982; June 12, 1984; November 19, 1985; October 1, 1986; February 12, 1987; June 11, 1987; May 17, 1990; October 11, 1990; April 16, 1992; January 1, 1993; October 19, 1995; September 18, 1997; August 2005; January 2009; December 2011; July 2012; January 2013; October 2013; March 2015; May 2015; November 2015; March 2016; February 2017; May 2017; July 2017; September 2017; February 2018; February 2018; August 2018; October 2018; October 2018; January 2020; April 2020; June 2021; November 2021; February 2022; April 2022; Dec 2023</p>	
1.2.0.6 Photo Policy	Added language to address virtual staging; changed input timeframe to 3 calendar days to match other timeframes; limited photo section to only allow photos, renderings, floorplans, and maps.	Dec 2023
1.01 Clear Cooperation Policy	Defined the hours of a business day to be from midnight to 11:59 P.M.	Dec 2023
1.2.0.4 Remarks	Added language to prohibit all property access codes, not just lockbox codes, from being included in remarks.	March 2024
1 Listing Procedures	Per the NAR Settlement - removed all references to compensation. Added requirement to cooperate.	Aug 2024
1.2.0.4 Remarks	Added language to prohibit calls of action to circumvent a buyer broker, language to prohibit offers of compensation, and defined acceptable incentives from seller to buyer.	Aug 2024
Section 4.6 Added	No filtering of listings based on compensation or LA/LO.	Aug 2024
Section 5 Revised	NAR Settlement prohibits offers of compensation on the MLS and prohibits websites/platforms with offers of compensation from multiple brokers from being connected to MLS data.	Aug 2024
Section 5.0.0 added	NAR Settlement requires written disclosures about compensation to buyers and sellers.	Aug 2024
Section 5.0.2 added	NAR Settlement requires a written agreement with a buyer prior to touring a home.	Aug 2024
Section 1.17 added	Coming Soon Listing Policy & Appendix	May 2025