

Provincial MLS[®] System Listing & Practice Rules for Alberta REALTORS[®]

A Collaboration by:

Alberta West REALTORS[®] Association

Calgary Real Estate Board

Central Alberta REALTORS[®] Association

Fort McMurray REALTORS[®]

Grande Prairie & Area Association of REALTORS[®]

Lethbridge & District Association of REALTORS[®]

Medicine Hat Real Estate Board

REALTORS[®] Association of Edmonton

REALTORS[®] Association of Lloydminster & District

REALTORS[®] Association of South Central Alberta

Alberta Real Estate Association

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It is the duty and a requirement of each Member to comply with these rules in their dealings with fellow Members, Board staff, AREA staff and members of the public.

Members are also expected to conduct themselves in accordance with the Alberta Real Estate Act, the REALTOR® Code, and Common Law with which these rules are fully compatible. In the event, however, that provisions in these rules do not align, the Alberta Real Estate Act (the Act) will take precedence, as will current legislation.

These rules are fully binding on Members where the phrasing of a particular section or sentence indicates that a Member shall or must abide by the procedure or action indicated. Sections or sentences with use of the word “should” are intended to be advisory in nature and to suggest best practice, the preferred course of action.

A Member who is found to be in contravention of these rules may be sanctioned in accordance with his/her Board’s policy. A Member has the right to appeal the decision, as provided in the bylaws of the Member’s Board.

A. PROVINCIAL PRACTICE RULES FOR ALBERTA REALTORS®

1.01 TERMS AND DEFINITIONS

In these Alberta Provincial Practice Rules, unless the context requires otherwise:

- a. “Act” means The Real Estate Act and includes any amendment, re-enactment or successor of that Statute or Regulation, as the case may be.
- b. “Approved”, when referencing a real estate form, means a form that is provided by the Alberta Real Estate Association for use by Alberta REALTORS®, sometimes referred to as Alberta Standard Form(s) and/or any specific forms that the Board may provide for the use of its Members.
- c. “AREA” means the Alberta Real Estate Association or any successor organization.
- d. “Associate” is an individual who holds the qualifications of a real estate associate; is licensed as a real estate associate by the Real Estate Council of Alberta; is employed by or associated with a licensed real estate brokerage in Alberta and is registered with and approved to trade in real estate on behalf of that brokerage.
- e. “Authorized Representative” is any licensed broker or manager employed or associated with a licensed real estate brokerage and approved to act on behalf of that brokerage.

- f. "Board" means the Board or Association.
- g. "Broker" is an individual who holds the qualifications of a real estate broker; is licensed as a real estate broker by the Real Estate Council of Alberta; is employed by or associated with a licensed real estate brokerage in Alberta and is registered with and approved to operate a real estate brokerage and trade in real estate on behalf of that brokerage.
- h. "Brokerage" is a real estate brokerage that is licensed under the Real Estate Act.
- i. "Brokerage Member" is a Brokerage that is a Member of the Board and employs a licensed and registered broker.
- j. "Brokerload" means the entering of listing information from the MLS® Listing Contract, the MLS® Data Input Sheet and any other applicable data, onto the Board's MLS® System.
- k. "Business Day" means every day precluding Saturday, Sunday and statutory holidays.
- l. "Buyer" means a person acquiring or attempting to acquire an interest in real estate by purchase.
- m. "Buyer's Representative" means the Industry Member who is employed by the brokerage and acts on behalf of the Buyer in a real estate transaction.
- n. "Client" means a person who has entered into a service agreement with an industry member in accordance with the Real Estate Act Rules, whether or not that service agreement is in writing.
- o. "Co-operating Brokerage" is either a Brokerage Member, or a Brokerage that is a member of any other real estate board in Alberta, that affects the trade of the property as a Buyer's Representative, or otherwise.
- p. "Consent" means the voluntary and informed approval, agreement or permission given by a competent person for some act or purpose.
- q. "CREA" means The Canadian Real Estate Association or any successor organization.
- r. "Customer" means a person who has contracted but not engaged or employed an industry member to provide services.
- s. "Listing" means a record of a property for lease or sale by a Brokerage Member.

- t. "Listing Brokerage" and "Seller's Brokerage" means a Brokerage Member which has listed the property for disposition using a Listing Contract.
- u. "Listing Contract" means the Service Agreement, whether applying to full or limited service, formed between a Seller, as Client, and a Brokerage Member in respect of one or more aspects of a disposition of property.
- v. "Member" means a real estate Brokerage, Broker, associate Broker or Associate who is a Member of an Alberta Real Estate Board.
- w. "MLS® Data Input Sheet" means the data input sheet, as prescribed by the Board from time to time to be used to obtain and submit property information for MLS® Listings listed on the Board's MLS® System.
- x. "MLS® Listing" means a Listing on the Board's MLS® System using an MLS® Listing Contract.
- y. "MLS® Listing Contract" means an Approved Listing Agreement, whether applying to full or limited service and, in either case, includes: the agreement portion and any subsequent amendment(s) thereto; and any subsequent amendment(s) thereto, whether or not the Board requires the submission of the agreement portion.
- z. "MLS®" and "Multiple Listing Service®" are two of the MLS® Marks owned by CREA and licensed by CREA.
- aa. "MLS® Marks" - made up of MLS®, Multiple Listing Service® and the MLS® logos permitted by CREA are certification marks owned by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA's By-laws, Rules and policies. The MLS® Marks identify professional services rendered by members in good standing of CREA to effect the purchase and sale of real estate as part of a "plural system arrangement", also known as a co-operative selling system (the "MLS® services") in compliance with CREA's By-laws, Rules and policies, and the REALTOR® Code of Ethics as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations. The MLS® Marks do not identify or describe a computer database of real estate listings.
- bb. "MLS® System" of the Board is the co-operative selling system operated and promoted by a Board in association with the MLS® Marks. The MLS® System of a Board includes an inventory of listings (MLS® System database) of participating REALTORS®, including all text, images and information gathered, compiled, stored or published by a Board, in whatever format it is gathered, compiled, stored or published, and including all such text, images and information which is made available by the Board to Members, in whatever format it is disseminated. The

MLS® System of a Board ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTORS® to affect the purchase and sale of real estate.

- cc. “Person” includes, where applicable, an individual, a partnership, a corporation, an organization, and a business.
- dd. “Principal Broker Member” means the person approved to operate a real estate Brokerage or his/her authorized delegate.
- ee. “Public Marketing” means the representation or marketing of a Listing to the public or anyone not directly affiliated with the Listing Brokerage/office in a business capacity. For clarity, Public Marketing does not include one-to-one direct communication with a REALTOR® unaffiliated with the Listing Brokerage/office. Public Marketing includes any representation regarding the sale of a property, including but not limited to, flyers, yard signs, digital marketing on any public-facing websites, Brokerage website displays (including IDX and VOW) and onsite brokerage promotion, digital communications marketing (i.e., email blasts, newsletters, social media posts), multi-brokerage Listing sharing networks, and applications available to the general public. “Purchase Contract” means an enforceable agreement between parties for the purchase and sale, exchange, or other conveyance of real estate.
- ff. “REALTOR® and REALTORS®” are two of the REALTOR® Marks controlled by CREA and licensed by CREA.
- gg. “REALTOR® Marks” - made up of REALTOR®, REALTORS® and the REALTOR® logos permitted by CREA – are certification marks controlled by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA’s By-laws, Rules and policies. They identify Members in good standing of CREA who provide real estate brokerage services (the “REALTOR® services”) in compliance with CREA’s By-laws, Rules and policies, and the REALTOR® Code of Ethics, as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations.
- hh. “RECA” means the Real Estate Council of Alberta.
- ii. “Seller” means a person disposing or attempting to dispose of an interest in real estate by sale.
- jj. “Seller’s Rights Reserved” means a Listing which permits the Seller(s) to sell their property themselves, and which must comply with the Three Pillars of MLS® and the interpretations thereof.

- kk. “Service Agreement” means a contract that establishes the relationship between the parties as to the services and obligations to be performed by an industry member.
- ll. “Seller’s Representative” means the Industry Member who is employed by the brokerage and acts on behalf of the Seller in a real estate transaction.

1.02 Interpretations

Where there is any reference made in these MLS® System Listing Rules to any Statute or Regulation or any part of it, such a reference shall also be deemed to include any amendment, re-enactment or successor legislation of that Statute or Regulation, as the case may be.

2. PROFESSIONAL CONDUCT

2.01 Mutual Respect

Mutual respect toward other Members, Brokerage staff, Board staff, AREA staff and the public is a requirement.

A breach of Mutual Respect is intentional conduct that the Member knew or should have reasonably known would harm, humiliate, degrade, or publicly embarrass. Such conduct may take place in physical, or virtual environments, including but not limited to aggressive, abusive, or threatening behavior and is considered especially egregious in relationships involving an imbalance of power. Such behaviour will not be tolerated and is not in the professional image of a Member. (See also Articles 16, 19, and 21 of the REALTOR Code)

2.02 Duty to Resolve Issues

It is every Broker Member’s duty to try to resolve issues between Brokerages before initiating a formal complaint against one another. Brokers shall communicate with each other in good faith.

2.03 Advice Constraints

A Member should distinguish between business and legal issues and shall not give legal advice. Members’ Clients and Customers should consult lawyers for any legal advice needed. Advice on other issues, such as GST, inspections, mortgage financing, etc. should be given by experts in those fields.

3. SOLICITATION OF ASSOCIATES

3.01 Solicitation at Events

There shall be no solicitation of Associates during any Board organized real estate meetings, functions, events, educational courses, seminars, on Board property or venues booked by the Board for such purposes.

3.02 Solicitation using Board Web Resources

There shall be no solicitation of Associates using board web resources, including, but not limited to, board websites and board-hosted social media.

3.03 Sending Recruiting Materials

Brokers must not send recruiting materials directly to other Brokerages by any delivery system including but not limited to mail, courier, fax, email, telephone or through the use of any other service paid for by the targeted Brokerage.

4. SOLICITATION OF CONTRACTS

Rules contained within section 4 are intended to cover both Buyer and Seller written Service Agreements, where applicable.

4.01 Solicitation of Potential Clients

A Member shall not solicit a person(s) with a Service Agreement with another Member Brokerage.

- a. A Member shall not solicit a Buyer who has signed a written Service Agreement with another Member. A Buyer's Representative must ask the Buyer(s) whether or not they have entered into a written Service Agreement with another Member Brokerage. If the Buyer is under contract to another Brokerage, the Member must disclose to the Buyer that they may have legal obligations under that contract and should advise the Buyer to seek legal advice.
- b. MLS® System information shall not be used by any Member to target current or previous Clients of any other Member with offers to provide services.
- c. Any direct or personal contact or communication by or on behalf of a Member with a Seller or a Buyer who the Member knows or ought to know has an existing written Service Agreement is deemed to be improper solicitation.
- d. It is not solicitation if contact or communication was requested or initiated by the Seller or the Buyer.

This rule is not intended to prevent or restrict Sellers or Buyers from contacting any Member at any time for the purpose of obtaining information from a Member with respect to listing the Seller's property after expiration of an existing Listing or, in the case of a Buyer, expiry of a written Service Agreement.

4.02 Advertising for Potential Clients

Advertising designed to reach an identifiable member of the public, which the Member knows or ought to know will include persons with existing written Service Agreements may be deemed to be solicitation. Such advertising shall include a clear, prominent and emphasized disclaimer statement that the advertisement is not intended to cause or induce the breach of, cancellation or assignment of any existing written Service Agreement. Members must not interfere in any way with an existing written Service Agreement.

- a. If, as a result of advertising without a disclaimer statement, excepting general or institutional advertising, a Seller breaches, cancels or assigns an existing written Service Agreement, the advertising may be deemed to be a solicitation on the part of the Member.
- b. General or institutional advertising of a Member's services through radio, television, open houses, social or other media or other means of reaching a large group of the public and is not specifically directed to persons having existing written Service Agreements is not deemed to be solicitation.

4.03 Suggestion for Buyers to View Properties with Other Members

Excluding show homes or open houses, Members shall not suggest to a Buyer that they view properties with other Members with the intention or instruction to the Buyer to return to the first Brokerage Representative to write an offer on a subject property.

5. COMMUNICATIONS, NOTICES AND CORRESPONDENCE

5.01 Brokerage Address Maintenance and Changes

Brokerage Members must maintain a current address for service and email address on file at the Board for service of notices, correspondence, bulletins, advisories, invoices or any other form of communication sent by the Board. Brokerage Members must notify the Board within seven (7) Business Days if there is a change to their address for service or email address. A Brokerage Member may change its address for service by delivering written notice to the Board. The change of address for service will become effective seven (7) Business Days after delivery of such notice. The address for service of correspondence, notices, bulletins, advisories, invoices, etc. is the address of record for all communications with:

- a. The Principal Broker Member;
- b. The Authorized Representative associated with that Brokerage; and
- c. Any other Member licensed with that Brokerage.

5.02 Delivery of Service Notices and Correspondence

Service of any notice or correspondence from a Board or AREA delivered to the Principal Broker, or Authorized Representative, concerning any Member licensed with that Brokerage, shall be deemed as service to any Member of the Brokerage. The Board or AREA may serve notice on any Member on any Business Day and will be deemed to have been delivered:

- a. on the first Business Day after delivery if sent by courier or registered mail; or
- b. on the first Business Day after transmission if sent by email or fax.

5.03 Communicating with the Board/AREA

A Member shall respond in writing to all correspondence from the Board or AREA within the timeframe specified on the notice or correspondence or in accordance with the Board or AREA's rules or policies.

- a. The Board or AREA shall deliver all correspondence to the Brokerage at the latest address for service, on record, for the Brokerage where the Member is registered. The term “correspondence” shall include, but is not limited to, any communication including electronic communication, invoices for services, notices or requests for response.
- b. Wherever possible, Members will receive information from the Board, or AREA via electronic means. This information will include, but not be limited to the following: notices from Industry Practices; advisories; dispatches; monthly statements; Board or Association publications and other materials deemed appropriate for electronic distribution.

5.04 Transmissions to Other Members

Members shall cease transmissions to other Members upon their request. The recipient’s addresses shall be removed from the sender’s contact list upon the request of the recipient.

6. ADVERTISING

6.01 Advertising Requirements

All advertising shall comply with the Real Estate Act Rules, Regulations, the REALTOR® Code, the Competition Bureau, CREA’s Bylaws and Rules, Board Rules, Regulations, Guidelines and Policies.

6.02 Advertising Listings of Other Members

No Member may advertise the Listing(s) of another Member beyond the scope of CREA’s Bylaws and Rules without the written permission of the Seller’s Brokerage and the Seller.

- a. Under CREA’s Bylaws and Rules, all CREA Members may advertise other Brokerages’ Listings on their websites under specific terms and conditions. However, the conditions do not extend to print media, social or commercial websites.

6.03 Advertising a Sold Listing

When a Listing is sold by a Member, the Seller’s and the Buyer’s Brokerages may advertise that fact, with the Buyer’s Representative exercising that right after the sale has completed and if the written permission of the current property owner is obtained.

6.04 Advertising Address and Price of Sold Property

If a Member wishes to advertise, publish, or make a general distribution of both the address and the sale price of a specific property **prior** to possession or transfer of title, then the Member must obtain the written consent of both the Seller and the Buyer. If the Member wishes to advertise, publish or make a general distribution **after** the transfer of title, then only the consent of the Buyer is required.

6.05 Inaccurate or Misleading Advertising

A Member will not use advertising that is inaccurate, misleading or in any way misrepresents the Member’s services or the Seller’s property.

6.06 REALTOR® Cooperation and Public Marketing

In accordance with the REALTOR® Cooperation Policy, Members must, within three (3) days of any Public Marketing, place the Listing on the MLS® System for cooperation with other REALTORS®. The following Listings are exempt from the requirements above:

- a. Commercial property Listings (i.e., business properties, agricultural properties);
- b. New construction Listings in developments with multiple properties or units (i.e., residential development projects, condo development projects); and
- c. Rental property Listings.

7. APPOINTMENTS

7.01 Buyer Accompaniment at Showings

Unless instructed otherwise by the Seller, a Member, a Seller, or an immediate family member of the Seller must accompany a Buyer at all showings of listed properties.

7.02 Making and Keeping Appointments

All appointments must be made through the Seller's Representative or their associate, except where otherwise indicated on the MLS® System.

- a. When a Buyer's Representative is unable to keep an appointment, (s)he shall advise the Seller's Representative immediately. If, upon arrival, the Buyer(s) changes his/her mind about viewing the property, the Buyer's Representative must notify the Seller's Representative immediately.
- b. If the Seller's Representative has been advised by the Seller or tenant that there has been a change to a scheduled appointment, the Seller's Representative shall notify the Buyer's Representative immediately.

7.03 Facilitating Appraisers, Property Inspectors and Other Professionals

The Buyer's Representative must make an appointment with the Seller's Representative or the Seller to facilitate appraisers, property inspectors or any other professional whose services the Buyer has made a condition or term in the Purchase Contract. Unless otherwise instructed by the Seller in writing, it is the Buyer's Representative's responsibility to provide access and ensure the security of the property during and after the appointment.

7.04 Responsibility to Secure Property

Unless otherwise instructed in writing by the Seller, any Member who accesses or provides access to a listed property, for whatever reason, is responsible to secure the property during and after all showings, viewings, inspections and open houses.

8. KEYS AND KEY BOX SYSTEMS

8.01 Use of Property Access Keys

Keys obtained from the Seller's Brokerage to access the property, regardless of the format (e.g. electronic display key, entry card, key or any other access implement), shall only be used for authorized purposes by Members or other persons approved by the Board.

- a. Authorized purposes consist of inspecting properties, showing properties to prospective Buyers or for the fulfillment of any terms within the Purchase Contract requiring access to the property such as appraisal, home inspection etc.

The following shall be considered unauthorized uses:

- b. Making duplicates of the key obtained from either a key box or the Brokerage without written permission;
- c. After accessing the property, failing to immediately return the key to the Seller's Associate/Brokerage/key box prior to leaving the property;
- d. Turning over the key to any person without the prior written consent of the Seller's Brokerage, the Seller or the Seller's lawyer;
- e. Any other use of the key for any purpose other than authorized uses, as defined.

8.02 Facilitating Possession of Property

It is the Buyer Representative's responsibility to obtain keys or other means of access (e.g. security codes or other electronic access) from the Seller's Representative to facilitate possession of the property. The Buyer Representative shall not give the Buyer access to the property without first confirming permission from the Seller's Brokerage, the Seller or the Seller's lawyer to release keys or provide access.

8.03 Use of Board-approved Lockboxes

All Members shall use Board-approved lockboxes on all property Listings where one is requested by the Seller.

8.04 Entering a Property

Regardless of occupancy, entering a property without authorization is prohibited unless indicated in the MLS® System.

8.05 Use of Electronic Access Device

An electronic access device registered to an individual Member is for the Member's exclusive use. Loaning these devices to another Member, non-Member or member of the public is strictly prohibited.

8.06 Locating Key Box on Property

A key box may only be placed on the property with the written consent of the Seller, as stated in the Listing Contract. Key boxes must not be placed on municipal properties or equipment belonging to utility companies, municipal property, trees, and balconies of non-listed units in the same complex, lighting fixtures, garbage bins or other such similar places not authorized by the condominium corporation. Upon the receipt of a complaint, the Board will notify the Member to immediately remove the lockbox.

In the case of multi-family properties:

- a. Key boxes must only be placed on/in condominium-approved locations;
- b. Key boxes must clearly identify the Seller's Representative. Keys contained within the key box must be labeled with the Seller's Representative's name and contact information.

8.07 Removal of Keys and Key Boxes

Keys and key boxes are to be removed from the property only by the Seller's Brokerage within five (5) Business Days of possession, termination or expiration date of the Listing Contract unless otherwise instructed in writing by the Seller.

9. OPEN HOUSES

9.01 Member Attendance at Open Houses

Whether the property is vacant or occupied, a Member must be in attendance at all public or REALTOR® open houses, unless otherwise instructed by the Seller.

10. SIGNAGE

10.01 Identification on Signage

All signage on properties listed on the MLS® System must be in the name of the Seller's Brokerage unless otherwise instructed by the Seller. Alternatively, on Listings that are Seller's Rights Reserved such as builders or mere postings, a Seller may choose to have their own sign on the property instead of a Brokerage sign.

10.02 Signage Removal

A *For Sale* sign must be removed by the Seller's Brokerage immediately upon the expiry date, termination of the Listing Contract, the completion date or at the request of the Seller.

10.03 Interference with Signage

No Member shall interfere with a sign of another Member. Where a property Listing transfers to another Member of the Board, the new Seller's Brokerage may remove the signs of the previous Seller's Brokerage in cases where such signs have not been removed. Members shall treat competitor's signs with respect.

10.04 Time Sensitive References on Signage

Members must remove all time-sensitive signage references (e.g. “Just Listed, New Listing, Price Reduced, etc.”) within ten (10) Business Days of the Listing date or the amendment date of the Listing Contract.

10.05 Placement of Sold Signage

The Seller’s Representative and/or the Buyer’s Representative may place a sold sign on a property their Brokerage was engaged in buying/selling, provided that written permission has been received from the property owner.

11. OFFERS

11.01 Communication Information on Accepted Purchase Contract

Accepted Purchase Contracts must include the following for the purpose of communicating with the parties to the Purchase Contract and their representatives:

- a. names of the Seller(s) and the Buyer(s);
- b. names and contact information of the Seller’s Brokerage, Seller’s Representative, the Buyer’s Brokerage and the Buyer’s Representative.

11.02 Presentation of Offers to Purchase

Except when otherwise instructed in writing by the Seller, all offers to purchase must be presented to the Seller within two (2) Business Days. This requirement applies to all offers to purchase, even if the Seller has accepted a Purchase Contract, until the sale is complete.

11.03 Notification of Multiple Offers

Except when otherwise instructed in writing by the Seller, the Seller’s Representative must notify all Buyers’ Representatives if there are multiple offers.

11.04 Presentation of Multiple Offers that Include Offer(s) by Seller’s Representative

In instances where the Seller’s Representative receives multiple offers that include an offer or offers written by the Seller’s Representative, the following apply unless otherwise instructed by the Seller:

- a. all offers shall be presented by another Seller’s Brokerage Representative delegated by the Brokerage; and
- b. the Seller’s Representative must direct all offers to purchase to be submitted to the delegated representative

11.05 Multiple Offer Communication Requirements

Where two or more written offers to purchase are received by the Seller's Representative, the Seller’s Representative shall, prior to presentation to the Seller, undertake the following unless otherwise instructed in writing by the Seller:

- a. Inform all competing Brokerages of the existence of all written offers and/or counteroffers as soon as the Seller's Representative becomes aware of any other written offers;
- b. Provide the names of the competing Buyer's Representatives and their Brokerages to all competing Buyer's Representatives upon request.
- c. Inform all competing Brokerages as soon as the Seller's Representative becomes aware of any competing offers that been withdrawn while negotiations are still ongoing with other Buyers.

12. CONVEYANCING

12.01 Clarifying Conveyancing and Trust Monies Requirements

Members participating in development of a Purchase Contract shall ensure the Purchase Contract defines who will be responsible for conveying the instructions to the parties' respective lawyers and who holds the trust monies under the terms of trust contained within the Purchase Contract.

13. FEE ENTITLEMENT

13.01 Fee Payable

The fee, as outlined in the written Service Agreement, is payable to the Brokerage Representative who obtains an accepted Purchase Contract or lease agreement which subsequently closes, provided there is no evidence of unethical activity.

14. PAYMENT OF FEES

14.01 Fee Alteration and Payment Timeframe

The Seller's Brokerage shall pay the Buyer's Brokerage the fee as posted on the MLS[®] System at the time the offer was written and signed by the party who initiated the Purchase Contract. The posted fee shall not be altered during the course of negotiations without disclosure and agreement from the Buyer's Brokerage. Any changes to fees payable to either Brokerage will be in the form of a signed written agreement between the two Brokerages. The fee shall be paid within ten (10) Business Days of the following:

- a. Receipt of funds by the Seller's Brokerage; or
- b. Permission to release the funds has been received by the Seller's Brokerage.

In instances where funds are held by the Buyers Brokerage, any fees owing to the Seller's Brokerage must be paid within ten (10) Business Days of either of the following:

- c. Receipt of funds by the Buyer's Brokerage; or
- d. Permission to release the funds to the Seller's Brokerage has been received by the Buyer's Brokerage.

14.02 Recourse When Fee in Full Not Received

In the event the Seller's Brokerage does not receive the fee in full:

- a. the Seller's Brokerage shall:
 - i. when the Seller's Brokerage is shown to be negligent or has not exercised due diligence, pay the Buyer's Brokerage fee in full with any shortfall is to be absorbed by the Seller's Brokerage;
 - ii. in the case of no fault, by either the Seller's or Buyer's Brokerage, pay the pro-rated amount of the fee based on funds recovered, divided in accordance with the proportionate share stated in the Fee Agreements;
- b. In the event that reasonable costs are incurred by either Brokerage to collect the fees or the balance of the fees and in the absence of any fault by either Brokerage:
 - i. those costs shall be shared in accordance with the proportionate share stated in the written Service Agreement;
 - ii. If expenses are incurred in the attempt to collect the fee and, ultimately, no fee or any part of the fee is collected, both Brokerages shall share the costs in accordance with the proportionate share stated in the written Service Agreement.
- c. The Seller's Brokerage must make all reasonable attempts, without delay, to secure the fees owing under a written Service Agreement including, but not limited to, registering a caveat against the property. The declaration of no fee payable to the Seller's Brokerage does not relieve the Seller's Brokerage from using all available means to collect the Buyer Brokerage's fee.

14.03 Receipt of Offers to Purchase After Listing Expiry

When a Buyer's Representative shows a property to a Client while a Listing Contract is in effect and the Buyer's Representative subsequently writes an offer to purchase with that Buyer after the expiry of that Listing, the Buyer's Representative shall:

- a. Contact the Listing Brokerage on record at the time of the showing to verify whether or not a holdover period has been contracted. If so, advise that there is an offer on the property, provided the property has not been relisted by another Member;
- b. If the property has been relisted by another Member, contact the Listing Brokerage that currently holds the Listing Contract to advise that there is an offer on the property.
- c. If there is no holdover period contracted and the property has not been relisted, contact the Seller directly with the offer.

The Buyer's Representative will not contact the Seller of the property concerning the offer without prior instruction from either the Listing Brokerage on record at the time of the showing or the current Listing Brokerage.

It is the duty and a requirement of each Member to comply with these rules in their dealings with fellow Members, Board staff, AREA staff and members of the public.

Members are also expected to conduct themselves in accordance with the Alberta Real Estate Act, the REALTOR® Code, and Common Law with which these rules are fully compatible. In the event, however, that provisions in these rules do not align, the Alberta Real Estate Act (the Act) will take precedence, as will current legislation.

These rules are fully binding on Members where the phrasing of a particular section or sentence indicates that a Member shall or must abide by the procedure or action indicated. Sections or sentences with use of the word “should” are intended to be advisory in nature and to suggest best practice, the preferred course of action.

A Member who is found to be in contravention of these rules may be sanctioned in accordance with his/her Board’s policy. A Member has the right to appeal the decision, as provided in the bylaws of the Member’s Board. It is the duty and a requirement of each Member to comply with these rules in their dealings with fellow Members, Board staff, AREA staff and members of the public.

B. MLS® SYSTEM LISTING RULES

1.01 Terms and Definitions

In these Provincial MLS® System Listing Rules for Alberta REALTORS®, unless the context requires otherwise:

- a. “Agent” means an industry member who is expressly or implicitly authorized to act for or represent another person.
- b. “Approved”, when referencing a real estate form, means a form that is provided by the Alberta Real Estate Association for use by Alberta REALTORS®, sometimes referred to as Alberta Standard Form(s) and/or any specific forms that the Board may provide for the use of its Members.
- c. “Board” means the Board or Association.
- d. “Brokerage” is a real estate brokerage that is licensed under the Real Estate Act.
- e. “Brokerage Member” is a Brokerage that is a Member of the Board and employs a licensed and registered broker.
- f. “Brokerload” means the entering of listing information from the MLS® Listing Contract, the MLS® Data Input Sheet and any other applicable data, onto the Board’s MLS® System.

- g. “Business Day” means every day precluding Saturday, Sunday and statutory holidays.
- h. “Client” means a person who has entered into a service agreement with an industry member in accordance with the Real Estate Act Rules, whether or not that service agreement is in writing.
- i. “Co-operating Brokerage” is either a Brokerage Member, or a Brokerage that is a member of any other real estate board in Alberta, that affects the trade of the property as a Buyer’s Representative, or otherwise.
- j. “Consent” means the voluntary and informed approval, agreement or permission given by a competent person for some act or purpose.
- k. “CREA” means The Canadian Real Estate Association or any successor organization.
- l. “Customer” means a person who has contracted but not engaged or employed an industry member to provide services.
- m. “Employ” means to appoint, authorize or otherwise arrange to have another person act on one’s behalf, including as an independent contractor and “employed”, “employs”, “employment” and “employee” shall have such similar expanded definitions.
- n. “Listing Agreement” means the service agreement formed between a Seller, as Client, and a Brokerage Member in respect of one or more aspects of a disposition of property, and when it is part of an MLS® Listing, includes the approved Listing Contract.
- o. “Listing Brokerage” means a Brokerage Member which has listed the property for disposition through the Board’s MLS® System using an MLS® Listing Contract.
- p. “MLS®” and “Multiple Listing Service®” are two of the MLS® Marks owned by CREA and licensed by CREA.
- q. “MLS® Data Input Sheet” means the data input sheet, as prescribed by the Board from time to time to be used to obtain and submit property information for MLS® Listings listed on the Board’s MLS® System.
- r. “MLS® Listing” means a Listing on the Board’s MLS® System using an MLS® Listing Contract.
- s. “MLS® Listing Contract” means an Approved Listing Agreement, whether applying to full or limited service and, in either case, includes: the agreement portion and any subsequent

amendment(s) thereto; and any subsequent amendment(s) thereto, whether or not the Board requires the submission of the agreement portion.

- t. “MLS® Listing System Status” is the category in which an MLS® Listing must be reported on the Board’s MLS® System, depicting the current state of the MLS® Listing.
 - a. Active - An MLS® Listing Contract is in effect and the listing is being marketed through the Board’s MLS® System.
 - b. Expired - An MLS® Listing where the term of the Listing Contract has ended.
 - c. Pending - The MLS® Listing is subject to a conditional offer and continues to be marketed through the Board’s MLS® System to external websites like REALTOR.ca.
 - d. Sold - The MLS® Listing is reported Sold when subject to an offer with no conditions remaining other than closing.
 - e. Terminated - The MLS® Listing Contract has been terminated by the Seller and the brokerage.
 - f. Withdrawn - An MLS® Listing Contract is in effect but the listing has been temporarily removed from being visible on the Board’s MLS® System.
- u. “MLS® Marks” - made up of MLS®, Multiple Listing Service® and the MLS® logos permitted by CREA are certification marks owned by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA’s By-laws, Rules and policies. The MLS® Marks identify professional services rendered by members in good standing of CREA to effect the purchase and sale of real estate as part of a "plural system arrangement", also known as a co-operative selling system (the "MLS® services") in compliance with CREA's By-laws, Rules and policies, and the REALTOR® Code of Ethics as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations. The MLS® Marks do not identify or describe a computer database of real estate listings.
- v. “MLS® System” of the Board is the co-operative selling system operated and promoted by a Board in association with the MLS® Marks. The MLS® System of a Board includes an inventory of listings (MLS® System database) of participating REALTORS®, including all text, images and information gathered, compiled, stored or published by a Board, in whatever format it is gathered, compiled, stored or published, and including all such text, images and information which is made available by the Board to Members, in whatever format it is disseminated. The MLS® System of a Board ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTORS® to affect the purchase and sale of real estate.
- w. “Member” means a real estate Brokerage, Broker, associate Broker or Associate who is a Member of an Alberta Real Estate Board.

- x. "Person" includes, where applicable, an individual, a partnership, a corporation, an organization, and a business.
- y. "Principal Broker Member" means the person approved to operate a real estate Brokerage or his/her authorized delegate.
- z. "Real Estate Act" means the Alberta Real Estate Act and any successor legislation.
- aa. "Real Estate Act Regulations" means the regulations created under the Real Estate Act, from time to time, and includes any additional regulations, amended regulations or successor regulations.
- bb. "Real Estate Act Rules" means the rules created under the Real Estate Act, from time to time, and includes any additional rules, amended rules or successor rules.
- cc. "Real Estate Licensee" means a person who is licensed under the Real Estate Act as a real estate brokerage, real estate broker, real estate associate broker or real estate associate.
- dd. "REALTOR® and REALTORS®" are two of the REALTOR® Marks controlled by CREA and licensed by CREA.
- ee. "REALTOR® Marks" - made up of REALTOR®, REALTORS® and the REALTOR® logos permitted by CREA – are certification marks controlled by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA's By-laws, Rules and policies. They identify Members in good standing of CREA who provide real estate brokerage services (the "REALTOR® services") in compliance with CREA's By-laws, Rules and policies, and the REALTOR® Code of Ethics, as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations.
- ff. "Seller" means a person disposing or attempting to dispose of an interest in real estate by sale.
- gg. *"Time clause" means a condition in a purchase contract that allows one party to a contract to provide the other written notice that the party has entered into another contract and the second party must remove all conditions within the specified timeframe or the contract will end.*
- hh. Virtual Enhancing means virtually changing, adding, or augmenting features on property photos that would materially affect the property value. This may include walls, or changing the layout, locations, size, or type of windows.
- ii. Virtual Staging means adding virtual unattached goods (chattels) of realistic size to property photos in order to give perspective on room dimensions.

1.02 Interpretations

Where there is any reference made in these MLS® System Listing Rules to any Statute or Regulation or any part of it, such a reference shall also be deemed to include any amendment, re-enactment or successor legislation of that Statute or Regulation, as the case may be.

2. MLS® LISTINGS

2.01 Requirements

The Listing Brokerage must secure an MLS® Listing Contract signed by the owner/owners or any person lawfully entitled to list the property for sale or by his/her/their lawfully authorized representative(s), such as the applicant in a court ordered sale.

- a. Only the Approved forms of MLS® Listing Contract, amendment or extension thereof, shall be used for MLS® Listings to be serviced through the Board's MLS® System.
 - i. All required data fields must be completed in such MLS® Listing and a full and accurate description of the property must be provided.
- b. GST, where applicable, must be included in the list price on all MLS® Listings for residential property. In cases where there is uncertainty of the application of GST, such as on Country Residential properties, Members shall note a statement of disclosure regarding GST due diligence in the Public Remarks field.
- c. All MLS® Listings must have a minimum duration of 60 days.
- d. In applicable instances, the word "Buyer" may be interchangeable with "Tenant" and the word "Seller" may be interchangeable with "Landlord".

2.02 Three Pillars of the MLS® System

- a. Only listings that comply with the following Three Pillars of the MLS® Marks as established by CREA can be listed in the Board's MLS® System:
 - i. Only Listing Brokerages may place an MLS® Listing on the Board's MLS® System, with listings posted to MLS® System(s) that are not the Listing Brokerage's own Board's System to be posted via an inter-board listing (see section 8.08 of these MLS® Listing Rules).
 - ii. The listing REALTOR®/Listing Brokerage must act as agent for the Seller to post, amend, or remove a property listing in a Board's MLS® System. The nature of any additional services to be provided by the listing REALTOR®/Listing Brokerage to the Seller is determined by agreement between the listing REALTOR®/ Listing Brokerage and the Seller.
 - iii. The Listing Brokerage agrees to pay the Co-operating Brokerage compensation for the co-operative selling of the property. An offer of compensation of zero is not acceptable.

- b. The following are the interpretations of the 3 pillars of the MLS® Marks, as set out in CREA's by-laws and rules:
- i. The Listing Brokerage shall be available to provide professional advice and counsel to the Seller on all offers and counter offers unless otherwise directed by the Seller in writing.
 - ii. The Listing Brokerage is responsible and accountable for the accuracy of information submitted to the Board for inclusion in the Board's MLS® System (see section 2.07 below). The Board is responsible for ensuring that the data submitted to it meets reasonable standards of quality.
 - iii. Only REALTORS® are permitted to display the MLS® Marks in signage, advertising, etc.
 - iv. Where the Seller directs the Listing Brokerage in writing to do so, the Seller's contact information may appear in the REALTOR® only remarks (non-public) section of an MLS® Listing on the Board's MLS® System. The Seller's contact information shall not appear in the general (public) remarks section of an MLS® Listing on the Board's MLS® System. The Listing Brokerage may include a direction in the general description section to visit the Listing Brokerage (and/or listing REALTOR®) website to obtain additional information about the listing (but the nature of such additional information shall not be specified).
 - v. Where the Seller has reserved the right to sell the property himself/herself, that fact shall be specified in the Board's MLS® System.
- c. While all efforts have been made by the Board to ensure that none of these MLS® System Rules in this document violate any of the principles in the Three Pillars and the Interpretations of the Three Pillars set out in paragraphs (a) and (b) above, if it is determined by the Board in consultation with CREA, that any of the rules in this document violate any of the principles in the Three Pillars and the Interpretations of the 3 Pillars set out in paragraphs (a) and (b) above or the Competition Act, they will be amended or deleted as may be required.
- d. All information in the general (public) remarks section of an MLS® Listing on the Board's MLS® System must be property-specific. Without limiting the generality of the foregoing, it is not permitted to include any:
- i. promotion or incentive;
 - ii. contact information of the Listing Brokerage, listing REALTOR® or Member or references to other "team members" or assistants;
 - iii. third parties or external service providers;
 - iv. e-mail addresses, URLs (website addresses), virtual tour information and electronic links of any other kind, including but not limited to hashtags, @mentions, and other social media handles.

2.03 Additional Requirements

- a. All MLS® Listings must disclose the Seller's full legal name, except in instances where the Seller provides the Listing Brokerage written instructions not to disclose. In these instances, the Seller's written instructions, with the Listing Brokerage's acknowledgement, must be retained by the Listing Brokerage and provided to the Board upon request.
- b. Active properties listed on the Board's MLS® System shall be available for showings within 24 hours of a request being made to view it, with the following exceptions:
 - i. If the property is occupied by a tenant as defined in the Residential Tenancies Act, that property will be available for showing as prescribed by the Residential Tenancies Act.
 - ii. If the property is a judicially ordered sale, the property will be available for showing as prescribed by the judicial order.
 - iii. Commercial properties, which are not subject to Rule 2.03.b.

2.04 Photographs/Images

- a. An MLS® Listing will be considered to be "incomplete" as an MLS® Listing in accordance with subsection 2.01 and subsection 2.07, if there is not:
 - i. at least one photograph or artist's rendering of the exterior of the property (including condominiums);
 - ii. for vacant land, either a photograph or artist's rendering or a map of the area.
- b. Photographs or artists' renderings shall not include any wording or other embellishments not related to the property, such as, but not limited to: corporate logos, advertisements, Member contact information or any messages other than "Sample Photo".
- c. All images uploaded to the Board's MLS® System become the property of the Board. The Board is entitled to use these images at its sole discretion and reserves the right to watermark these images with its brand to demonstrate ownership.
- d. Any alteration of an image owned by the Board is prohibited.
- e. Members shall not use any of the images from Active MLS® Listings or previous Listings, regardless of the format, without the written consent of the former Listing Brokerage.
- f. Photographs or images of community amenities may be uploaded to the Board's MLS® System, provided they are clearly labelled as such in the photograph comments. For example, a photograph of the community splash park is labelled Community Photo: Auburn Bay Splash Park.
- g. When using Virtually Staged property images, images of a show home or show suite, or artist's renderings, the Listing Brokerage must disclose this fact in the public remarks on the Board's MLS® System.

- h. Virtually Enhanced images, or any photos that may misrepresent the property, are not permitted on the Board's MLS® System.
- i. Images uploaded to the Board's MLS® System shall not contain any persons.

2.05 Privacy Consent Requirements

- a. In addition to all other requirements contained in these MLS® System Listing Rules, when dealing with any property that is the subject of an MLS® Listing, all Listing Brokerages and Co-operating Brokerages must obtain the consent of their Sellers or buyers that is required by the CREA Privacy Code, and/or by any provincial or federal applicable legislation, in order for the Board to collect, use and disclose the listing, sale/lease and purchase information about the property and the transaction on the Board's MLS® System and within the Board's MLS® System database.
- b. Immediately upon request by the Board, a REALTOR® shall provide the Board with proof of the consent described in paragraph (a) from the Seller or buyer in regard to any property that is the subject of an MLS® Listing (or landlord or tenant, if the MLS® Listing is for the lease of the property).

2.06 Modifications or Unusual Conditions

If an MLS® Listing has unusual conditions or an MLS® Listing includes any modification to the approved MLS® Listing Contract, such as, but not limited to, foreclosure situations, which modification shall be considered to be a special agreement, such conditions or special agreement must be included in the REALTOR® Remarks section of the MLS® Listing.

2.07 Accuracy/Completeness of Information

- a. The Board acts solely as publisher of the MLS® System database and is not obligated to or responsible for reviewing the accuracy, the completion and/or propriety of any MLS® Data Input Sheet and/or MLS® Listing Contract and/or any MLS® Listing on the Board's MLS® System.
- b. It is the Listing Brokerage's responsibility to verify the accuracy of its MLS® Listing and all documents and other matters that make up the MLS® Listing and to correct any inaccuracy and/or incompleteness or notify the Board of any such inaccuracy immediately as may be necessary in the circumstances. This applies regardless of any agreement between the Listing Brokerage and the Seller that attempts to waive or shift the responsibility for the accuracy of the MLS® Listing and all matters that make up the MLS® Listing or any information submitted to the Board for inclusion in the Board's MLS® System to the Seller or any other person.
- c. The Listing Brokerage, by placing an MLS® Listing on the Board's MLS® System, shall indemnify and save the Board harmless from any loss to the Board arising out of any claim regarding the MLS® Listing Contract, the MLS® Data Input Sheet and/or publication of the MLS® Listing on the Board's

MLS® System. This applies regardless of any agreement between the Listing Brokerage and the Seller that attempts to waive or shift the responsibility for the accuracy of the MLS® Listing and all matters that make up the MLS® Listing or any information submitted to the Board for inclusion in the Board's MLS® System to the Seller or any other person.

2.08 Auction Listings

- a. The Board may allow the posting of auction listings on their MLS® System providing the listing and associated contract(s) are in accordance with these rules and all other regulatory requirements.

3. MLS® LISTING PROCEDURES

3.01 Submitting MLS® Listings to the Board

- a. MLS® Listings must be
 - i. Brokerloaded into the Board's MLS® System; or
 - ii. delivered to the Board in the process required by the Board, within three (3) calendar days of the commencement date of the MLS® Listing.
- b. For Brokerloaded MLS® Listings, there is no requirement to send the MLS® Data Input Sheet to the Board. For MLS® Listings that are to be loaded into the MLS® System by the Board, a copy of the completed MLS® Data Input Sheet shall be delivered to the Board within three (3) calendar days of the commencement date of the MLS® Listing.

3.02 Individual Listings

- a. All individual properties listed must have a separate legal description and LINC number.
- b. Properties with more than one legal description and LINC number may be posted on the Board's MLS® System as one listing, provided that the Seller has made the request in writing and:
 - i. they are part of a land assembly package, where a single site will be formed from a number of lands for eventual development or redevelopment; or
 - ii. they are being sold as one property by legal requirement; or
 - iii. they are part of a farm package.
- c. A property may be listed in more than one property category within the Board's MLS® System. For example, a duplex (or a triplex or fourplex) may be listed as a whole, or as individually titled units.

3.03 Amending Listings

- a. Any changes to the price, terms or conditions on an existing MLS® Listing must be acknowledged by the Seller in writing before updating the MLS® Listing.

- b. If Brokerloading to the Board's MLS® System, the Listing Brokerage must make the corresponding changes to the MLS® Listing in the Board's MLS® System within two (2) Business Days of the effective date of the Amendment to the MLS® Listing. If submitting to the Board for loading, the Listing Broker shall notify the Board of any changes to the price, terms or conditions of an existing MLS® Listing within two (2) Business Days of the effective date of the Amendment to the MLS® Listing.

3.04 Extending Listing

An MLS® Listing may be extended to a new expiry date, provided that:

- a. Before the original expiry date, the Listing Brokerage obtains an Extension/Amendment Agreement signed by the person(s) who signed the MLS® Listing Contract; and
- b. The Listing Brokerage, if Brokerloading, makes the changes in the Board's MLS® System to reflect the new expiry date or, if the Listing Brokerage is notifying the Board to make the changes in the Board's MLS® System, that such notification, in the manner as required by the Board, is made within two (2) Business Days of the signing of the Extension/Amendment Agreement, and, in any event, either action occurs no later than the original expiry date of the MLS® Listing.

3.05 Temporary Withdrawals/Suspensions

An MLS® Listing may be temporarily withdrawn for up to ten (10) Calendar Days per withdrawal request, provided that the Listing Brokerage provides written instruction to the Board that are signed by the person(s) who signed the MLS® Listing Contract and that state the reason for temporary withdrawal/suspension.

3.06 Terminations of Listings

- a. An MLS® Listing may be terminated upon the signing of a Termination Agreement by the persons who signed the MLS® Listing Contract and the Listing Brokerage/Principal Broker Member. If the Listing Brokerage is Brokerloading, this change in status must be made in the Board's MLS® System within two (2) Business Days of the Termination Agreement being signed or, alternatively, if the Board is making the changes in the MLS® System, reported to the Board within two (2) Business Days of the Termination Agreement being signed.
- b. See section 6.01 regarding continued sale reporting obligations notwithstanding the termination of an MLS® Listing.

3.07 Audits of Listings

- a. The Board reserves the right to conduct random audits of MLS® Listings, regardless of the status of the MLS® Listings that are submitted to the Board's MLS® System by Brokerage Members. The

purpose of these audits is to verify MLS® Listing-related documentation and/or the Brokerage Member's compliance with the MLS® System Listing Rules.

- b. The Principal Broker Member shall submit any requested documentation relating to one or more MLS® Listings, which may include, but not be limited to, a copy of the MLS® Listing Contract and completed MLS® Data Input Sheet.

4. Reporting of MLS® Listing System Statuses

- a. The System Status of an MLS® Listing must be reported accurately.
- b. Changes to an MLS® Listing System Status must be made within two (2) Business Days of the effective date of the status change.

5. Reporting of Conditional Sales of MLS® Listings

- a. Upon acceptance of a conditional offer, an MLS® Listing must be reported Pending in the Board's MLS® System. An MLS® Listing that is subject to a Time Clause may be reported as Pending, or Active with a Time Clause as required by the Board's MLS® System.

6. REPORTING OF SALES OF MLS® LISTINGS

6.01 An important part of the inherent value of the Board's MLS® System is the transaction data accumulated for sales of MLS® Listings.

- a. Therefore, it is the responsibility of all Board Members, regardless of their business model, to report to the Board all unconditional sales, including the selling price, by Brokerloading to the Board's MLS® System or in writing within two (2) Business Days of when conditions, if any, are removed.
- b. The above Rules apply to an expired listing subsequently sold under the Listing Contract hold-over clause.

6.02 Collapsed Sales

When an unconditional sale of an MLS® Listing has fallen through and the agreement of purchase and sale has been cancelled, notice shall be immediately provided in writing to the Board by the Listing Brokerage.

6.03 Sale Price Disclosure

- a. The sale price of all unconditional sales of MLS® Listings must be disclosed in the notice that is provided to the Board or Brokerloaded into the Board's MLS® System, and will be recorded on the Board's MLS® System.
- b. The sale price reported shall include GST when reporting a New Home Sale.

6.04 Listing Brokerage's Responsibilities

The Listing Brokerage is responsible for providing or Brokerloading all such notices to the Board.

7. NON-MEMBERS, OUT-OF-BOARD and OUT-OF-PROVINCE LISTINGS

7.01 Cooperation with Non-Members

- a. Subject to subsection 2.02(a), which provides that only Listing Brokerages may place an MLS® Listing on the Board's MLS® System, the Board does not prohibit or discourage Members' cooperation with Real Estate Licensees who are not Members of CREA.
- b. Members must understand and comply with their obligations as licensees of the MLS® Marks and the REALTOR® Marks at all times, including when partnering and/or otherwise cooperating with Real Estate Licensees who are not members of CREA. The best source of information about those obligations as licensees of the MLS® Marks and the REALTOR® Marks is CREA.

7.02 Out of Province Listings

The Board will accept MLS® Listings of properties located outside of the Province of Alberta provided the Listing Brokerage is licensed in the jurisdiction where the property is located or performs no real estate activity that requires a license in the jurisdiction where the property is located.

8. OWNERSHIP, COPYRIGHT, ACCESS & USE

8.01 Copyrights and Licensing

- a. The Board is the owner of the copyright in its MLS® System and MLS® System database. The MLS® Marks and MLS® System database is a licensed product for the exclusive use of Members and other users who are authorized in writing by the Board.
- b. Any use of the MLS® System data by any unauthorized user or for any unauthorized purpose is prohibited.
- c. The right to use, reproduce or download the MLS® System data is subject to the authority of the Board and is limited to the specific uses permitted by the Board.

8.02 Member Access and Use of MLS® System

- a. All Members in good standing shall have access to the Board's MLS® System.
- b. Members shall comply with, observe, and be bound by all rules, restrictions, copyright notices or other limitations of access to the Board's MLS® System and use thereof as may be adopted by the Directors from time to time.

- c. A Member, in submitting an MLS® Listing to the Board, consents to such use of information in that MLS® Listing as the Board determines, including the uses more specifically set out in section 8.03.

8.03 Sharing and Distribution of MLS® System Data

The Members shall advise and obtain the Seller's and buyer's consent that:

- a. All information concerning the MLS® Listing Contract, the properties affected thereby and the trades thereunder shall be made available not only to all other Members but also Members of other real estate boards in Alberta and any third party authorized users with whom the Board has a contract and their Clients only to the extent that is reasonable for the marketing of property and statistical purposes;
- b. The Board may, at its option, advertise in any medium, including the Internet, any properties listed on the MLS® System of the Board;
- c. The Board may retain and distribute the listing information indefinitely and may compile and publish any statistical analysis, including historical MLS® System data, on such information.

8.04 Board Liability

The Board shall not be responsible for any indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the Board's MLS® System including, but not limited to, computer failure or interruption, or negligence.

8.05 Confidentiality and Disclosure

Under Provincial and Federal privacy legislation, the Board must protect personal information that is in its custody or under its control by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction.

- a. The non-public information contained on the Board's MLS® System is to be kept confidential and information contained in the Board's MLS® System shall not be distributed to unauthorized persons or used in any unauthorized manner.
- b. Notwithstanding the provisions of this section, the information contained on the Board's MLS® System can be disclosed if it is disclosed for an authorized use. For the purposes of this section, "authorized use" means:
 - i. the extraction of MLS® System data from the MLS® System by Members of the Board in good standing necessary to assist them in representing their Clients or specific identified parties in the trade of real property; and
 - ii. any specific use authorized in writing by the Board.

- c. In order for any use described in paragraph (b) to be “authorized use”, such use of the Board’s MLS® System must also:
 - i. reflect accurate and current information as contained in the Board’s MLS® System;
 - ii. include the name of the Listing Brokerage;
 - iii. include the registered MLS® Marks.
- d. “unauthorized use” is any use not set out in paragraph (b) hereof and includes, but is not limited to:
 - i. the extraction of MLS® System data for the purposes of creating a book or for the population of another listing database;
 - ii. reproduction of MLS® System data beyond that necessary to prepare presentations to a Client or a specific identified Customer;
 - iii. the alteration, modification or reformatting of the MLS® System data on the Board’s MLS® System in any form whatsoever, electronic or otherwise;
 - iv. the sale or distribution of any portion of the Board’s MLS® System to any third parties.
- e. No use is “unauthorized” if consented to in writing by the Board. Anyone requesting such consent is required to meet all eligibility requirements and agree to such undertakings, terms and conditions as established by the Board, and shall execute any agreements as required by the Board.

8.06 MLS® System Access Security

- a. Personal computer access codes, log-on account numbers, user IDs, user PINs, and/or passwords and/or any other authenticators issued to a Member in order to provide online access to the Board’s MLS® System and/or other Board information and services (collectively, “Access Codes”) are for the Member’s sole and exclusive use and disclosure to anyone is prohibited.
- b. Computer software/programs, key fobs and/or other items provided by the Board to a Member to access the MLS® System and/or other Board information and services (collectively, “Access Items”) are for the Member’s sole and exclusive use and selling or distributing or providing these programs to anyone is prohibited.
- c. However, if the Board’s MLS® System functionality allows, unique login credentials can be made available to a Member’s unlicensed assistant(s) or Brokerage administration staff, provided the person(s) to whom these login credentials are being made available sign the same Agreement the Member signs to receive their credentials. If the Board’s MLS® System functionality does not allow unique login credentials, then a Member may disclose his/her Access Codes and/or Access Items to his/her unlicensed assistant(s) or Brokerage administration staff. The Member shall be responsible for establishing and maintaining security procedures acceptable to the Board to prevent unauthorized use of the Access Codes and/or Access Items by his/her assistant(s) and the Principal Broker Member shall be responsible for establishing and maintaining security procedures acceptable to the Board to prevent unauthorized use of the Access Codes and/or Access Items by his/her

administrative staff.

- d. The Principal Broker Member of each Brokerage Member shall ensure that any individual described in paragraph (c) who has been provided with Access Codes and/or Access Items complies with the Board's by-laws and these MLS® System Listing Rules while in their employ.
- e. The Principal Broker Member of each Brokerage Member shall notify the Board within two (2) Business Days when any individual described in paragraph (c) who has been provided with Access Codes and/or Access Items ceases to be employed by the Brokerage Member.

8.07 Unauthorized Use of the MLS® System

- a. Any theft, sabotage, unauthorized use of, or unauthorized access to the Board's MLS® System or MLS® System data constitutes a breach of these MLS® System Listing Rules and shall be dealt with in accordance with the applicable provisions of the Board's by-law. Notwithstanding any sanctions and or penalties imposed by the Board, the Board reserves the right to seek any and all redress and remedies available to it in a civil action against the unauthorized person (Member or non-Member) and/or any Member permitting the unauthorized access to or unauthorized use of the Board's MLS® System by an unauthorized person.
- b. In addition to the Board's rights and remedies set out in paragraph (a), the Board reserves the right to immediately terminate a Brokerage Member's or an individual Member's Access Codes and/or Access Items, without notice, in the event of any unauthorized use of or granting unauthorized access to the Board's MLS® System or any other breaches of the provisions of this section 6.

8.08 Inter-board Listings

The Board may be a signatory to one or more agreements with other real estate boards in the province of Alberta (sometimes referred to as Inter-board Listings). Pursuant to these agreements, board Members may have the right, on an individual basis, to post an MLS® Listing to an MLS® System other than their own Board's MLS® System, the posting of such MLS® Listing(s) to be facilitated through the Member's Board. If, through the posting of an inter-board listing, the Member that posts the listing is found to be in breach of the MLS® System Listing rules of the Board on whose MLS® System the listing was placed, the breach shall be dealt with by the Member's own Board.

9. SANCTIONS FOR NON-COMPLIANCE WITH MLS® LISTING RULES

Contravention of these MLS® System Listing Rules will be dealt with in accordance with each Board's policy and procedure.