



My Florida Commercial Real Estate Rules and Regulations

Article 1: Membership Qualification: Any licensed real estate broker (REALTOR® or Non-Realtor® principal) in the State of Florida is eligible to participate in My Florida Commercial Real Estate (hereafter “MFCRE”), a commercial information exchange (CIE), upon agreeing in writing to conform to these MFCRE rules and regulations and to pay the Service fees and charges as specified in Section 4 of these rules.*

Section 1: Participation: Any REALTOR® of a shareholder association or any other association/board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as stipulated otherwise in these bylaws*, shall be eligible to participate in MFCRE upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, no individual or firm, regardless of Board membership status, is eligible for CIE participation or membership status unless they hold a current, valid real estate broker’s license in the state of Florida and are capable of accepting and offering compensation to and from other Participants or to those individuals who are licensed or certified by a state regulatory agency to engage in the appraisal of real property.

Section 2: Any Non-Realtor® applicant for MFCRE participation who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall be eligible to participate in MFCRE upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto, including the nonmember differential (if any), as from time to time established. Under no circumstances is any Non-Realtor® individual or firm entitled to CIE participation or membership unless they hold a current, valid real estate broker’s license in the state of Florida and are capable of offering and accepting compensation to and from other Participants.

Section 3: Brokers and salespeople other than principals are not “members” or “participants” of MFCRE but have access to and use of MFCRE as subscribers through the Participant with whom they are affiliated. None of the foregoing is intended to preclude MFCRE from providing access to information from MFCRE compilations to affiliate members of Shareholder Associations/Boards or to others engaged in recognized fields of real estate practice or in related fields.

Section 4: Use of information developed by or published by MFCRE 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 by or published by MFCRE where access to such information is prohibited by law.

Section 5: Responsibility for Conformance with Rules and Regulations: The MFCRE Participant is responsible to MFCRE for compliance with the rules and regulations by all of the firm’s licensees (including licensed or certified appraisers) who have access to and use of the MFCRE.

Section 6: Access to Current Property Information: Only Participants and their affiliated licensees (including licensed or certified appraisers) may have access to and use of the current property information generated by MFCRE.

Article 2: Filing Procedures

In view of the fact that MFCRE is not a Multiple Listing Service, and no offers of cooperation or compensation can be extended through MFCRE it is not essential that a Participant retained by a property owner to market the property have an exclusive right to sell, exclusive agency, or open listing. Other forms of agreement through which the Participant agrees to provide certain marketing services may be the basis for authorizing the submission of property information to MFCRE. Where the Participant is acting on behalf of a buyer, the Participant may submit information describing the type of property sought to MFCRE even though the Participant may not be the buyer’s exclusive agent. Where the Participant is acting on behalf of the seller or

lessor, it is essential that there be a written agreement between the Participant and the seller or lessor authorizing the Participant to submit information on the property to MFCRE.

Section 1: Filing Procedures: Submission of any property information to MFCRE is voluntary on the part of the Participant. Information on property for sale, lease, or exchange of the following types may be submitted by Participants to MFCRE:

- (a) subdivided vacant land
- (b) land and ranch
- (c) business opportunity
- (d) motel/hotel
- (e) mobile home parks
- (f) retail
- (g) industrial
- (h) investment
- (i) office space
- (j) multi-family
- (k) other

While MFCRE does not require a Participant acting on behalf of a seller or lessor to utilize a particular listing contract or other form of agreement, MFCRE shall require use of a standardized property information sheet to submit information on properties for sale, lease, or exchange to MFCRE. MFCRE does not require a Participant acting on behalf of a buyer to utilize a written buyer's agent agreement, but shall require use of a standardized property information sheet to submit information on properties sought to MFCRE.

MFCRE accepts information on properties which are currently listed on an exclusive right to sell or lease basis, exclusive agency basis, or open listing basis as well as other forms of agreement that make it possible for the Participant to market the property. Any property information submitted on properties for sale, lease, or exchange must include the seller's written authorization for the Participant to submit information on the property to MFCRE.

MFCRE will not publish information on properties taken on a net listing basis because such listings are considered unethical and, in most states, illegal.

Section 2: Filings Subject to Rules and Regulations of the MFCRE: Any property information to be filed with MFCRE is subject to the rules and regulations upon filing.

Section 3—Detail of Information Filed with the MFCRE: Any property information sheet submitted to the MFCRE should include a description of the type of property and the price, or a description of the property sought, or any pertinent information as determined by MFCRE .

Section 4—Change of Status: Any change in price or other change in the terms of the information originally filed shall be submitted to MFCRE within Forty-Eight (48) hours (excepting weekends and holidays).

Section 5—Withdrawal of Filing Prior to Termination: Filings may be withdrawn from MFCRE by the filing Participant through the submission of a written withdrawal notice signed by the Participant.

Section 6—Specification of Price: The Participant, acting on behalf of a seller or lessor, shall specify the price at which the property is being marketed unless the property is subject to auction.

Section 7—Multiple Unit Properties: Any property which is to be sold, leased, or exchanged, or which may be marketed separately must be so indicated on the property information sheet. When any part of a filed property has been sold, leased, or exchanged, the rules related to notifying MFCRE shall be observed.

Section 8—Publication of Information: Property information will be published in MFCRE's compilation for the period specified by the filing Participant (not to exceed ninety [90] days) upon payment of the required filing fee, if any. The information will be withdrawn from the compilation on the date specified by the Participant or ninety (90) days after it is first published (whichever comes first) but may be extended for additional periods (not more than ninety [90] days) upon receipt of an extension notice and an additional filing fee from the Participant.

Section 9—Filings of Suspended, Expelled, or Resigned Participants: When a Participant is suspended, expelled, or voluntarily resigns from MFCRE all property information filings submitted by the Participant shall be removed from the compilation of current information by MFCRE.

Article 3: Negotiations

Section 1—Negotiations: The filing of information with MFCRE by a Participant acting on behalf of a seller or lessor does not, in and of itself, constitute an offer of cooperation. Any Participant, or licensee affiliated with a Participant, wishing to cooperate in the marketing of the property must contact the filing Participant to determine the type of cooperation offered, the compensation offered (if any) to Participants procuring a purchaser or lessee, and the terms and conditions upon which the property being offered may be shown. Any Participant, or licensee affiliated with a Participant, attempting to locate a property on behalf of a buyer must contact the Participant representing the seller/lessor to determine the terms and conditions of cooperation, the compensation offered (if any), and to arrange showings of prospective properties.

Section 2—Presentation of Offers: A filing Participant acting as the agent of a seller or lessor shall present all offers to the seller or lessor until closing unless precluded by law, government rule, regulation, or unless otherwise agreed in writing between the seller(s) or lessor(s) and filing Participant. Unless a subsequent offer is contingent upon the termination of an existing contract, the filing Participant shall recommend that the seller(s) or lessor(s) obtain the advice of legal counsel prior to accepting a subsequent offer.

Section 3—Right of Participant Producing Offer in Presentation of Offer: The Participant producing the offer or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase, lease, or exchange. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the filing Participant. However, if the seller or lessor gives written instructions to the filing Participant that the Participant producing the offer not be present when an offer the broker secured is presented, the Participant producing the offer has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the filing Participant's right to control the establishment of appointments for such presentations.

Section 4—Right of Seller/Lessor Representative in Presentation of Counter-Offer: The Participant representing the seller or lessor, or his representative, has the right to participate in the presentation of any counter-offer made by the seller or lessor. He or she does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the Participant representing the seller or lessor not be present when a counter-offer is presented, that broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 5—Reporting Sales: Sales, leases, or exchanges shall be reported to MFCRE by the Participant making the original information filing within forty-eight (48) hours (excluding weekends and holidays) of acceptance of a contract to purchase, lease, or exchange.

Note: The written agreement authorizing publication of information on properties for sale, lease, or exchange in MFCRE should expressly grant the filing Participant authority to advertise; to file the information with the Exchange; to provide timely notice of status changes to MFCRE and to provide contract information, including selling or rental price, to MFCRE upon sale of the property. If MFCRE intends to publish contract information including selling or rental price, prior to closing, the agreement should expressly grant the filing Participant the

right to authorize dissemination of this information through MFCRE to other Participants and to others who have access, by virtue of their shareholder Association/Board membership, to comparables, statistical reports, and other historical data developed or maintained by MFCRE.

Section 6—Reporting Cancelled Pending Sales: The Participant making the original filing shall report any cancelled sale, lease, or exchange to MFCRE within forty-eight (48) hours (excluding weekends and holidays) and the property information filing shall be reinstated in the compilation of current information.

Section 7—Disclosing the Existence of Offers: Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller'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 8—Availability of Listed Property: Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

Section 9 —Use of the Terms CIE and Commercial Information Exchange: No Exchange participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is a CIE, or that they operate a CIE. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to CIE databases, or that consumers or others are able to search CIE databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under CIE rules to provide to clients or customers is available on their websites or otherwise.

Article 4: Prohibitions

Section 1—Information for Participants Only: Property information published through MFCRE may not be made available to any broker or firm not participating in MFCRE without the prior express consent of the filing Participant.

Section 2—"For Sale" Signs: Only the "For Sale" signs of the filing Participant(s) may be placed on the property.

Section 3—"Sold" Signs: Prior to closing, only the "Sold" sign of the Participant filing information on a property for sale may be placed on the property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Article 5: Fees and Charges

Section 1—Service Fees and Charges: Service fees and charges will be established and evaluated from time to time by MFCRE as it deems appropriate.

(a) Recurring Participation Fee: The recurring participation fee of each Participant shall be an amount determined from time to time by the My Florida Regional MLS (MFRMLS) Board of Directors.

(b) Subscription Fees: The Subscription Fee shall be an amount determined from time to time by the MFRMLS Board of Directors. Additional copies of the compilation may be purchased for individuals licensed (including licensed or certified appraisers) with the Participant who are engaged in listing, selling, leasing, appraising, or locating commercial/industrial (C/I) properties, provided, however, that the total number of extra copies of current information purchased shall not exceed the number of licensees and licensed or certified appraisers affiliated with the Participant's firm who are engaged in commercial/industrial activity.

Note 1: Participation in MFCRE is voluntary and submission of information to MFCRE is also on a voluntary basis. MFCRE may not require a Participant to lease more than one copy of the current property information compilation for himself and one for each of the firm's licensees (including licensed or certified appraisers) who choose to have access to and use of MFCRE.

Note 2: Any combination of the above fees and charges may be utilized to finance the operation of MFCRE.

Note 3: If the MFRMLS Board of Directors chooses to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MFCRE information as "subscribers" may, at their discretion, amend Sections 4(b) and (d) as necessary to include such individuals in the computation of fees and charges.

Article 6: Compliance with Rules

Section 1: Compliance with Rules—Authority to Impose Discipline: By becoming and remaining a participant or subscriber in this CIE, each participant and subscriber agrees to be subject to the rules and regulations and any other CIE governance provision. The CIE may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other CIE governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MFCRE 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. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MFCRE rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g. termination of MFCRE rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Section 2: Non-Compliance with Rules: The following action may be taken for non-compliance with the rules.

(a) For failure to pay any service fee or charge within thirty (30) days of the date due MFCRE shall suspend service until fees or charges are paid in full, provided that at least ten (10) days notice has been given.

(b) For failure to comply with any other rule, the provisions of Article 8, Sections 1 and 2 shall apply.

Section 3—Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the CIE 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 CIE information is contingent on compliance with the rules and regulations. Further, 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 and subscribers affiliated with the Participant.

Article 7: Meetings

Section 1: Meetings of MFCRE Commercial Information Exchange (CIE) Committee: The CIE Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson and shall meet a minimum of two times per year.

Section 2: Meetings of Participants: The CIE Committee may call meetings of the Participants in the MFCRE.

Section 3: Conduct of Meetings: The Chairperson or Vice Chairperson shall preside at all meetings. In their absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.

Article 8: Enforcement of Rules and Disputes

Section 1: Consideration of Alleged Violations: The CIE Committee shall give consideration to all written complaints alleging violations of the rules and regulations.

Section 2: Violations of Rules and Regulations: If the alleged offense is a violation of MFCRE Rules and Regulations and does not involve a charge of an alleged violation of one or more provisions of Article 15 of the MFCRE Rules and Regulations or request for arbitration, it may be administratively considered and determined by the MFRMLS Board of Directors. If a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of their primary Board within twenty days following receipt of the MFRMLS Board of Director's decision. Alleged violations of Article 15 of the rules and regulations shall be referred to the Grievance Committee of the Board/Association of REALTORS® in which the Participant either holds a REALTOR® membership or through which the Participant has obtained MLS access for processing in accordance with the professional standards procedure of the board/association.

Section 3: Complaints of Unethical Conduct: All complaints of alleged unethical conduct shall be referred by the CIE Committee to the MFRMLS CEO and then forwarded on to the appropriate association/board for action in accordance with the Association/Board's professional standards procedures.

Article 9: Confidentiality of MFCRE Information

Section 1: Confidentiality of MFCRE Information: All information provided by MFCRE to Participants shall be considered confidential and is provided exclusively for the use of Participants authorized and qualified to act as agents in the sale, lease, exchange, appraisal, or purchase of property filed with MFCRE and for the use of real estate licensees 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.

Section 2: MFCRE Not Responsible for Information Submitted by Participants: The information published by the MFCRE is communicated without change as filed by the Participants. MFCRE does not verify the information provided and disclaims any liability or responsibility for its accuracy. Each Participant agrees to hold MFCRE harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Article 10: Ownership of MFCRE Compilation* and Copyright

* The term "compilation," as used in Sections 10 and 11 herein shall be construed to include any format in which property data is collected and disseminated to the Participants, including, but not limited to, bound book, loose-leaf binder, computer database, card file, or any other format whatever.

Section 1: By submitting property information to MFCRE the Participant represents that he has been authorized to grant and also thereby does grant authority for MFCRE to include the property information in its copyrighted compilation and also in any comparable report, sold report, or other historical or statistical report unless expressly indicated otherwise in writing at the time the information is filed with MFCRE.

Section 2: All right, title, and interest in each copy of every MFCRE compilation created and copyrighted by My Florida Regional MLS and in the copyrights therein, shall at all times remain vested in by My Florida Regional MLS .

Section 3: Each MFCRE Participant shall be entitled to lease copies of the MFCRE compilation sufficient to provide the Participant and each licensee affiliated with the Participant engaged in commercial/industrial activity with one copy of such compilation. The Participant shall pay, for each copy requested, the rental fee set by MFRMLS *

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

Article 11: Use of Copyrighted MFCRE Compilation

Section 1—Distribution: Participants shall at all times maintain control over, and responsibility for, each of the MFCRE compilations leased to them by MFCRE and shall not distribute the compilation to anyone other than subscribers affiliated with the Participant.

Section 2—Display: Participants, and licensees with affiliated Participants, shall be permitted to display the MFCRE compilation to prospective sellers, lessors, and purchasers only in conjunction with their ordinary business activities of attempting to market properties or to identify suitable properties for buyers or lessees.

Section 3—Reproduction: Participants or their affiliated licensees shall not reproduce any MFCRE compilation or any portion thereof, except in the following limited circumstances.

- a. Participants and their affiliated licensees may reproduce from the compilation, and distribute to prospective sellers, lessors, and purchasers, a reasonable[†] number of single copies of property information contained in the MFCRE compilation.
- b. Reproductions made in accordance with this rule shall be prepared in such a fashion that the property information of properties other than that in which a buyer has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, or which is necessary to assist a seller or lessor in ascertaining a reasonable market price, does not appear on such reproduction.
- c. Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property information sheets or other compilations of data pertaining exclusively to properties submitted to MFCRE by the Participant.

* This section should not be construed to require a Participant to lease more than one copy of the MFCRE compilation. The Participant retains the right to determine how many copies he will purchase for his firm, but may not purchase or lease more copies of the current information than the number of licenses (including licensed or certified appraisers) affiliated with his firm who are engaged in commercial/industrial activity.

† It is intended that the Participant be permitted to provide buyers or lessees with information relating to properties which the buyer or lessee has an interest in, or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property information intended to facilitate the decision-making process in the consideration of a purchase, lease, or exchange. Factors which shall be considered in deciding whether the reproductions are reasonable in number, shall include, but are not limited to, the total number of filings in the compilation; how closely the filings reproduced relate to the purchaser(s) or lessee(s) expressed desires and ability to purchase or lease; whether the reproductions were made on a selective basis; and whether the type of properties are consistent with a normal itinerary of properties which would be shown to the prospective purchaser or lessee.

- d. Any 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 licensees 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.
- e. None of the foregoing shall be construed to prevent any individual legitimately in possession of current property information, sold information, comparables, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that MFCRE has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

Article 12: Use of MFCRE Information

Section 1—Limitations on Use of MFCRE Information: Use of information from the compilation of current property information, from the statistical report, or from any sold or comparable report of MFCRE for public mass media advertising by a 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 MFCRE must clearly demonstrate the period of time over which claims are based and must include the following, or substantially similar, notice:

Based on information from My Florida Commercial Real Estate (MFCRE) for the period (date) through (date)

Article 13: Changes in Rules and Regulations: Amendments to the Rules and Regulations of MFCRE shall be by a majority vote of the MFRMLS Board of Directors.

Article 14: Arbitration of Disputes

Section 1: Arbitration of Disputes: By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MFCRE Participants in different firms arising out of their relationships as MFCRE Participants subject to the following qualifications:

(a) If all disputants are members of the same Board of REALTORS®, or have their principal place of business within the same Board's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/Association of REALTORS®.

(b) If the disputants are members of different Boards of REALTORS®, or if their principal place of business is located within the territorial jurisdiction of different Boards of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Florida Association of REALTORS®.

Section 2: Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of REALTORS®.

Article 15: Standards of Conduct for MFCRE Participants

Section 1—MFCRE Participants shall not engage in any practice or take any action inconsistent with

exclusive representation or exclusive brokerage relationship agreements that other MFCRE Participants have with clients.

Section 2—Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without the consent of the seller/landlord.

Section 3—MFCRE Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.

Section 4—MFCRE Participants shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the MFCRE Participant, broker refuses to disclose the expiration date and nature of such listing; i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client, the MFCRE Participant may contact the owner to secure such information and may discuss the terms upon which the MFCRE Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Section 5—MFCRE Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MFCRE Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MFCRE Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MFCRE Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

Section 6—MFCRE Participants shall not use information obtained from listing brokers through offers to cooperate made through MFCRE or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

Section 7—The fact that an agreement has been entered into with an MFCRE Participant shall not preclude or inhibit any other MFCRE Participant from entering into a similar agreement after the expiration of the prior agreement.

Section 8—The fact that a prospect has retained an MFCRE Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MFCRE Participants from seeking such prospect's future business.

Section 9—MFCRE Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

Section 10—When MFCRE Participants are contacted by the client of another MFCRE Participant regarding the creation of an exclusive relationship to provide the same type of service, and MFCRE Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

Section 11—In cooperative transactions, MFCRE Participants shall compensate cooperating MFCRE Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MFCRE Participants without the prior express knowledge and consent of the cooperating broker.

Section 12—MFCRE Participants are not precluded from making general announcements to prospects

describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MFCRE Participant. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed “general” for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MFCRE Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MFCRE Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, “for sale” or “for rent” signs, or other sources of information intended to foster cooperation with MFCRE Participants.

Section 13—MFCRE Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

Section 14—MFCRE Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord’s representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord’s representative or broker not later than execution of a purchase agreement or lease.

Section 15—On unlisted property, Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

Participants shall make any request for anticipated compensation from the seller/landlord at first contact.

Section 16—MFCRE Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

Section 17—MFCRE Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers’ exclusive agreements. However, information received through a CIE may not be used to target clients of other MFCRE Participants to whom such offers to provide services may be made.

Section 18—MFCRE Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker’s offer of compensation to subagents or buyer/tenant representatives or brokers, nor make the submission of an executed offer to purchase/lease contingent on the listing broker’s agreement to modify the offer of compensation.

Section 19—All dealings concerning property exclusively listed, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client’s representative or broker, and not with the client, except with the consent of the client’s representative or broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MFCRE Participants shall ask prospects whether they are a party to any exclusive representation agreement.

MFCRE Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

Section 20—Participants, users, and subscribers, prior to or after terminating their relationship with their current firm, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

Section 21—These rules are not intended to prohibit ethical albeit aggressive or innovative business practices, and do not prohibit disagreements with other MFCRE Participants involving commission, fees, compensation or other forms of payment or expenses.

Section 22—MFCRE Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

Section 23—MFCRE participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

Section 24— MFCRE participants shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and participants may not:

1. engage in deceptive or unauthorized framing of real estate brokerage websites;
2. manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
3. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

Article 16: Orientation

Section 1—Orientation: Any applicant for MFCRE Participation and any licensee affiliated with an MFCRE Participant who has access to and use of MFCRE-generated information shall complete an orientation program of no more than twelve (12) classroom hours devoted to the MFCRE rules and regulations and computer training related to MFCRE information entry and retrieval.