



**From the Chicago Association of REALTORS®
Policy Manual**

Section 614 – Multiple Listing Service

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614. MULTIPLE LISTING SERVICE

1. Any REALTOR® member of CAR or another association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as set forth in the Bylaws, and any professional licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property may participate in the multiple listing service affiliated with CAR (MLS) upon agreeing in writing to conform to the rules and regulations of the MLS and to pay all costs and fees established by the Board of Directors and MLS.
2. The purchase of MLS access through CAR does not confer any membership status with CAR on the purchaser of MLS access. No REALTOR® member of another association, or professional licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property who purchases MLS access through CAR, who is not a member of CAR, may represent or hold themselves out to be a member of CAR unless they have applied for and been expressly granted membership status by CAR.
3. Use of information developed by or published by the MLS 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 the MLS where access to such information is prohibited by law.
4. By purchasing access to the MLS through CAR a person agrees:
 1. To strictly abide by (i) all of terms and conditions relating to the MLS set forth in the Bylaws, (ii) this Policy Manual, (iii) all terms, conditions, and policies of the MLS and its provider, including the MLS provider's Code of Conduct; and (iv) all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
 2. That CAR may, with or without prior notice, and without any obligation to refund any fees or service charges except as may be provide otherwise in this Policy Manual, suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of that person's access to the MLS should that person or anyone affiliated with that person, commit any violation of this Section;
 3. That CAR may suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of that person's access to the MLS, and do so without any obligation to refund any fees or service charges except as otherwise set forth in this Policy Manual, should the MLS or its provider change the terms of the access or service in a manner that would prohibit that person from having access to the MLS;
 4. That CAR may suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of that person's access to the MLS, and do so without any obligation to refund any fees and service charges except as otherwise set forth in this Policy Manual, should a person who purchases access to the MLS through CAR fail to pay any applicable fees, service charges, or fines to CAR or the MLS when due.

5. That CAR may at any time, and without prior notice, change the provisions in the Bylaws or in this Policy Manual related to MLS access, including in this Section, and any person purchasing MLS access through CAR must abide by any changes to such provisions.

The rights and remedies of CAR set forth in this Section are in addition to any other rights and remedies set forth in the Bylaws and this Policy Manual.

5. All fees, service charges, and assessments for MLS access must be prepaid for the period of service as a condition of being granted MLS access. To the extent that there are additional fees, services charges, other assessments, or fines that that are incurred or imposed, the additional fees, service charges, assessments, and fines must be paid within 30 days of receipt of an invoice or notice from CAR or the MLS provider.
6. To obtain MLS Access through CAR, an eligible brokerage or appraisal company must execute a participant agreement with CAR (“Firm Participant”) and agree to the terms of the participant agreement. All Firm Participants must designate in the participant agreement an individual who is part of the firm who is responsible for supervising the Firm Participant’s real estate activities and on whose behalf the Firm Participant conducts those real estate activities (“Individual Participant”). A Firm Participant may designate a new Individual Participant that satisfies the qualification criteria and by executing a new participant agreement with CAR.

The Individual Participant is responsible for ensuring: (i) the timely payment of all fees, service charges, assessments, and fines related to the Firm Participant’s brokers’ or appraisers’ access to and use of the MLS; and (ii) compliance by the Firm Participant and all of its brokers and appraisers with this Section and all other rules and policies of CAR and the MLS with respect to MLS access and use.

The Individual Participant must inform CAR of all changes to the Firm Participant’s roster of real estate brokers and appraisers on a timely basis so that CAR can remove an individual’s access to MLS and provide MLS access, as each may be appropriate. CAR may suspend a Firm Participant’s and its brokers’ and appraisers’ access to the MLS if the Individual Participant is not in good standing or no longer affiliated with the Firm Participant.