

Dayton/Darke County MLS Reciprocity Agreement

1. Parties

Parties to this Agreement are the Multiple Listing Service (MLS) of the Dayton Area Board of REALTORS® (DABR) and the Darke County Association of REALTORS® (DCAR).

2. Definitions

“Primary MLS” – MLS Participants who have joined one of the Parties’ MLS systems and have joined or are planning to join the other Party’s MLS system shall have a Primary MLS designated by virtue of their geographic location as outlined in this section.

“Primary MLS Office” – MLS Participants with more than one office shall have no less than one office designated as a Primary MLS Office in the Primary MLS.

“Primary MLS Subscriber” – An individual licensee whose license is either held in a Primary MLS Office, or is designated by the MLS Participant to be in a Primary MLS Office.

“Secondary MLS” – MLS Participants who have joined one of the Parties’ MLS systems may join any other Party’s MLS system as a secondary MLS Participant.

“Secondary MLS Office” – MLS Participants with more than one office may elect to designate any office as a Secondary MLS Office in the Secondary MLS.

“Secondary MLS Subscriber” – An individual licensee whose license is either held in a Secondary MLS Office, or is designated by the MLS Participant to be in a Secondary MLS Office, and elects to subscribe to a Secondary MLS.

“Territorial Jurisdictions” –

Dayton Area Board of REALTORS®’ MLS territorial jurisdiction is Montgomery, Greene, Preble, and Warren Counties in Ohio.

Darke County Association of REALTORS® territorial jurisdiction is Darke County, Ohio.

3. Primary MLS Participants

MLS Participants whose corporate or main office (the office where the Designated REALTOR® is licensed by the State of Ohio) shall have as their Primary MLS the MLS which serves the county in which the corporate or main office is located according to the territorial jurisdiction of the MLS. Where the MLS Participant’s corporate or main office is located outside of the territorial jurisdiction of either the Dayton Area Board of REALTORS®’ MLS or DCAR MLS, said MLS Participant is eligible to and shall elect one of the Parties’ MLS systems to be its Primary MLS. Said MLS Participant will be subject to the MLS Rules and Regulations and fees of the Primary MLS.

4. Secondary MLS Participants

MLS Participants who have joined one of the Parties' MLS systems, may join the other Party's MLS systems as a Secondary MLS Participant. The Secondary MLS Participant (Designated REALTOR®) may join the Secondary MLS upon completion of that MLS's Application and payment of that MLS's fees. The Secondary MLS Participant agrees to abide by the MLS Rules and Regulations of the Secondary MLS. Upon application for membership in the Secondary MLS, the Secondary MLS Participant must indicate his or her Primary MLS, and indicate which office or offices he or she wishes to participate in the Secondary MLS. Each participating office will be billed the applicable Secondary MLS Office fees. Secondary MLS membership may only be granted to bona fide real estate offices for which the MLS Participant has applied for, and been granted, a branch office license by the Ohio Division of Real Estate.

Listings that are physically located in the territorial jurisdiction of the secondary MLS are required to be entered into the secondary MLS, according to its Rules and Regulations.

5. Secondary MLS Subscribers

Upon application for membership in the Secondary MLS, the Secondary MLS Participant must provide the Secondary MLS with a complete roster of all licensees in each participating office and indicate on each office roster which agent(s) elect to subscribe to the Secondary MLS. These Secondary MLS Subscribers will be granted full access to the Secondary MLS, and be billed the appropriate Secondary MLS Monthly Fee.

6. Notification

a. Termination of Primary MLS Service

Any MLS Participant who terminates Primary MLS Participation must notify all Parties and elect a new Primary MLS within seven (7) calendar days of his or her termination of service in the Primary MLS. Failure to make notification or election of a new Primary MLS will result in immediate suspension of Secondary MLS services.

b. Termination of Secondary MLS Service

The Secondary MLS Participant who terminates Secondary MLS Participation must notify the Secondary MLS within seven (7) calendar days of his or her termination of service in the Secondary MLS.

c. Termination of Secondary MLS Subscribers

The Secondary MLS Participant must notify the Secondary MLS of any Secondary MLS Subscriber who wishes to terminate his or her access to the Secondary MLS.

d. Election of Primary MLS

MLS Participants who are eligible must notify all Parties if they wish to change election of a Primary MLS. Failure to notify all Parties may result in suspension of service from any or all Parties' MLS services.

e. Election of Primary MLS Office

MLS Participants who are eligible must notify all Parties if they wish to change election of a Primary MLS Office. Failure to notify all Parties may result in suspension of service from any or all Parties' MLS services.

7. Prohibitions

Secondary MLS Participants and Secondary MLS Subscribers are subject to each respective MLS's Rules and Regulations, including the following prohibitions:

- a) Providing MLS access to a non-subscriber; i.e., sharing usernames and passwords with any non-subscriber. MLS Participants found to be in violation of this prohibition are subject to any of the following punitive actions imposed by the Secondary MLS:
 - 1) Letter of Warning,
 - 2) Letter of Reprimand,
 - 3) Requirement that the Participant conduct an educational session at his or her office sales meeting on any article(s) under the Reciprocity Regulations that Participant has been deemed in violation,
 - 4) A fine imposed on the Participant not to exceed \$1,000 irrespective of the number of violations regarding a particular complaint,
 - 5) Probation for a stated period of time not to exceed one (1) year,
 - 6) Suspension from the MLS for a stated period of time not to exceed 90 days and the payment of any and all reinstatement fees plus all past due accounts, and
 - 7) Expulsion from the MLS for a specified period of one (1) to three (3) years, with reinstatement of membership by application, considered on its merits and approval by the MLS Board of Directors.

- b) Misrepresentation of listing agent; i.e., entering a listing into the Secondary MLS in a listing agent name other than the listing agent name on the listing entered in the Primary MLS, and the Listing Agreement. MLS Participants found to be in violation of this prohibition are subject to a \$100 fine per occurrence, with immediate correction of the information and the automatic requirement of the Participant to pay the current prorated MLS dues amount for the non-member in that office. The governing body of the Secondary MLS may impose additional punitive actions as outlined in Section 7.a).

8. Governance

Inasmuch as the Dayton Area Board of REALTORS® owns and operates its Multiple Listing Service as a committee of the board, and DCAR operates its Multiple Listing Service as a committee of the board, governance of this Agreement shall be by the Boards of Directors of the respective parties.

9. Dispute Resolution

a. Between MLS Participants

Disputes involving procuring cause and/or ethics arising between MLS Participants who participate in multiple MLS systems according to this Agreement shall be resolved by the Ethics and Arbitration procedures set forth by the participating boards.

b. Between Parties to this Agreement

Disputes arising between Parties to this Agreement shall be resolved jointly by the governing bodies of each Party to the Agreement. Said governing bodies may elect to appoint a Joint Task Force composed of equal numbers of members of each governing body chosen by the governing body.

10. Violations of MLS Rules and Regulations

In order to participate in this Agreement, the Designated REALTOR® must join the Multiple Listing Service systems of the Parties to this Agreement as an MLS Participant. Said MLS Participant is therefore subject to the MLS Rules and Regulations of each MLS system, and violations of the MLS Rules and Regulations of each respective MLS will be handled by each respective MLS.

11. Adherence to NAR Policy

All Parties to this Agreement agree to operate their respective MLS systems in compliance with the Multiple Listing Policies of the National Association of REALTORS®.

12. Termination of Participation and Dissolution

Either Party to this Agreement may terminate its participation in this Agreement by providing written notice of such official action by its governing body to the other Party to the Agreement no less than ninety (90) days prior to termination of participation. It shall be the terminating Party's responsibility to notify all its MLS Participants of its decision to terminate participation. Termination of participation in this Agreement by either Party shall constitute dissolution of this Agreement.