

Naples MLS Rules: EFFECTIVE February 15, 2009

ARTICLE 20: BROKER RECIPROCITY PROGRAM

SECTION 20.1: GENERAL INFORMATION ON THE BROKER RECIPROCITY ("BR") PROGRAM

NOTE ON THE RULES: The following rules have been developed to protect the integrity of the MLS system, its Participants, and to ensure that the consumer is not misled. By following the rules, Participants better inform the consumer, uphold the integrity of the MLS system, and minimize their liability as they conduct business.

FINES: A fine will be assessed to the Agent or to the Broker, depending on who violated the rule, for violating a rule of the Broker Reciprocity Program subject to Article 7; however, the Agent or Broker shall have 15 Business Days to make the correction.

PROGRAM DEFINITION: "Broker Reciprocity," IDX, affords MLS participants the option of authorizing display of their active listings on other participants' Internet Web sites. (1/1/2007)

PROGRAM DESCRIPTION. "Broker Reciprocity," IDX, is a program that enables MLS REALTOR® Participants ("BR Participants") to display on BR Participants' public websites aggregated MLS active listing information through downloading and placing the data on BR Participants' public access websites. The purpose is to make the BR Participants the source of MLS listed property information in the Naples market area.

The "Broker Reciprocity Program Database" (BR Database) is the current aggregate compilation of all active listings, including Open Houses, of all BR REALTOR® Participants except those listings that a BR Participant does not permit to be included in the Broker Reciprocity Program ("BR Program") (see below for further explanation of withholding listings).

PARTICIPATION IN BR PROGRAM. MLS Rules assume that all Participants who are eligible to be BR Participants shall participate in the BR Program, and that all BR Participants consent to the display of their listings in the Broker Reciprocity Program; however, where participants have given blanket authority for other participants to display their listings on BR sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the Seller. The Participant can stop participating in the BR Program at any time by following the procedures adopted by MLS. BR Participants can also prohibit the display of one or more of their listings by checking the appropriate field in the MLS computer system. In the MLS computer system there will be a field(s) indicating whether the listing may be displayed in the Broker Reciprocity Program. The default is that the listing will be displayed in the Program. By changing the default to a negative indicator, the BR Participant prohibits the display of the listing in the Broker Reciprocity Program.

Listings or property addresses of Sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via BR sites. Notwithstanding this prohibition, listing brokers may display on their BR sites or their other website(s) the listing or property address of consenting Sellers.

Participants may select the listings they choose to display on their BR websites based only on objective criteria including, but not limited to, factors such as geography, or location (“uptown”, “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell, exclusive agency, or open listing), or the level of service provided by the listing firm.

If a Participant refuses to permit his listings to be displayed in the Broker Reciprocity Program, then that Participant may not download or frame the aggregated MLS data of other Participants. A BR Participant may refuse to allow some listings to be displayed in the Broker Reciprocity Program; however, if the BR Participant does not allow a substantial number of his/her listings to be displayed by other BR Participants, the BR Participant, at the MLS Committee’s or MLS Staff’s request, must certify to the MLS Committee that the benefits of having their property displayed on other BR Participants’ websites had been explained to the Seller but that the Seller had refused to permit such display. Failure of the BR Participant to provide such certification within 5 Business Days of the MLS Committee’s request, will result in the immediate termination of the data feed to the BR Participant’s website.

DISPLAY OF LISTING CONTENT. When displaying listing content, a participant’s or user’s BR, IDX, site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. (1/1/2007)

HOW MUCH OF BR DATABASE TO DISPLAY. A BR Participant may republish all or a portion of the BR Database on the BR Participant’s website in accordance with the following provisions and in keeping with any policies that MLS may adopt from time to time. Unless expressly contravened by the provisions of the sections on the Broker Reciprocity Program, all other MLS rules and regulations remain in full force and effect. BR Participants need not display the whole BR Database.

ELIGIBILITY. In order to be a BR Participant, a Participant must have an active real estate broker’s license.

SERVICE CLASSIFICATION: The Broker Reciprocity Program is a Basic service as defined in Section 7.57 of the “Handbook on Multiple Listing Policy” of the National Association of REALTORS®, latest edition.

ICONS. There are two MLS-approved icons: The BR Program Icon and the BR House Icon. The BR Program Icon has the trademarked “Broker Reciprocity” logo and a house icon. The BR House Icon may or may not include the trademarked “Broker Reciprocity” logo, but will include the house icon—this may be determined by space requirements. The MLS approved BR Program Icon shall be at least 95 pixels by 35 pixels. The BR House Icon shall be at least 35 pixels by 35 pixels. If the MLS-approved BR House Icon is used, the disclosure required under Section 20.3, 4 (a) must indicate that both the BR Program Icon and the BR House Icon refer to listings of other BR Participants.

AGGREGATION OF LISTING INFORMATION. If a BR Participant’s firm participates in more MLS(s) than NABOR’s MLS, the firm can aggregate NABOR’s BR Program listings with those of the other MLS(s) in which the firm participates, even though the firm’s Naples office does not participate in the other MLS(s). Example: The firm ABC Realty, has one office that participates in NABOR’s MLS and one office that participates in Tampa’s MLS. NABOR’s MLS permits ABC Realty to aggregate and display its NABOR MLS listings with its Tampa listings on ABC’s BR site, even though the firm’s Tampa office’s listings do not appear in NABOR’s MLS. Notwithstanding the above, a BR Participant’s firm can aggregate

NABOR's BR Program listings with those of the other MLS(s) in SunshineMLS or in any MLS with which NABOR's MLS datashares whether the firm participates in those MLSs or not. The BR Participant's website may also aggregate NABOR's BR Program listings with those of other MLSs with which the M.L.S. Corporation has a contractual arrangement to do so and with any MLS that participates in SunshineMLS, LLC if that MLS allows its listings to be aggregated with NABOR's BR Program listings. The BR Participant's website may also frame the Florida Association of REALTORS® website that aggregates listings from participating MLSs.

BR PARTICIPANT CONTRACT. Participants agree to complete and sign any contracts, forms, and documents that MLS requires for the Broker Reciprocity Program. This requirement binds the Participant to ensure that any third parties that a BR Participant uses for the purposes of the Broker Reciprocity Program completes and signs all required contracts, forms, and documents. (4/8/2005) (2/1/2006) (1/1/2007) (4/1/2008)

SECTION 20.2: REGISTRATION OF WEBSITE WITH MLS

Participants must notify the MLS of their intention to establish a BR website and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies. All Brokers and Agents with websites displaying any portion of BR Program Data must register the domain name(s) of their website(s) with MLS within 5 Business Days following the initial display of the BR Program Data. (2/1/2006) (1/1/2007)

SECTION 20.3: BR PARTICIPANT DISPLAYS LISTINGS ON BR PARTICIPANT'S WEBSITE

A BR Participant may republish all or a portion of the BR Database on the BR Participant's website in accordance with the following provisions and in keeping with any policies that MLS may adopt from time to time. Unless expressly contravened by the provisions of this section, all other MLS rules and regulations remain in full force and effect.

1. LISTING FIELDS. An Internet republication of another BR Participant's listing shall not contain more (but may contain less) information than is contained in the fields authorized for display by MLS. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on BR, IDX, sites. The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on BR websites. The following is a list of fields that **CANNOT** be displayed: (1/1/2007)

<u>FIELDS NOT TO DISPLAY</u>	<u>PROPERTY TYPES</u>
Appointment not Required	RES, COMM, LOT , RES INC, RES RENTAL
Appointment Phone Number	RES, COMM, LOT , RES INC, RES RENTAL
Bonus Amount	RES, COMM, LOT , RES INC, RES RENTAL
Broker Reciprocity	RES, COMM, LOT , RES INC, RES RENTAL
Business Name	COMM
Buyer Agent Compensation	RES, COMM, LOT, RES INC, RES RENTAL
Co-List Agent ID	RES, COMM, LOT, RES INC, RES RENTAL
Confidential Comments	RES, COMM, LOT, RES INC, RES RENTAL
Contact Listing Broker for Showing	RES, COMM, LOT, RES INC, RES RENTAL
Driving Directions (If the Property Address field is "Yes," then the "Driving Directions" field is exported;	RES, COMM, LOT, RES INC, RES RENTAL

<u>FIELDS NOT TO DISPLAY</u>	<u>PROPERTY TYPES</u>
otherwise it is not exported.)	
Expiration Date	RES, COMM, LOT, RES INC, RES RENTAL
Internet Sites	RES, COMM, LOT, RES INC, RES RENTAL
Is there a sign on the property with Seller contact information? Contact Seller for showing. Listing Broker will be available on contract presentation and negotiations. Listing Broker will perform post contract services: (Follows-up contract to closing)	RES, COMM, LOT, RES INC, RES RENTAL
Joint Agency Listing	RES, COMM, LOT, RES INC, RES RENTAL
Lease End	COMM
Listing Agent ID	RES, COMM, LOT, RES INC, RES RENTAL
Listing Date	RES, COMM, LOT, RES INC, RES RENTAL
Listing Type	RES, COMM, LOT, RES INC, RES RENTAL
Non-Representative Compensation	RES, COMM, LOT , RES INC, RES RENTAL
Owner Name	RES, COMM, LOT, RES INC, RES RENTAL
Pending Date	RES, COMM, LOT, RES INC, RES RENTAL
Photo Instructions	RES, COMM, LOT, RES INC, RES RENTAL
Potential Short Sale: Do NOT Display Y/N field	RES, COMM, LOT, RES INC, RES RENTAL
Price/SqFt	RES, COMM, LOT, RES INC, RES RENTAL
Property Address displayed on Internet (If "Yes," then the "Address" field is exported; otherwise it is not exported.) Includes these fields: Street #, Street Name, Street Type, Street Direction, Apt #, City, State, County, Zip Code	RES, COMM, LOT, RES INC, RES RENTAL
Security	RES
Selling Agent ID	RES, COMM, LOT, RES INC, RES RENTAL
Short Sale Compensation	RES, COMM, LOT, RES INC, RES RENTAL
Showing Instructions	RES, COMM, LOT, RES INC, RES RENTAL
Sold Financing Type	RES, COMM, LOT, RES INC, RES RENTAL
Status: Expired	RES, COMM, LOT , RES INC, RES RENTAL
Status: Pending	RES, COMM, LOT , RES INC, RES RENTAL
Status: Terminated	RES, COMM, LOT , RES INC, RES RENTAL
Status: Withdrawn	RES, COMM, LOT , RES INC, RES RENTAL
Target Marketing	RES, COMM, LOT , RES INC, RES RENTAL

<u>FIELDS NOT TO DISPLAY</u>	<u>PROPERTY TYPES</u>
Tenant Name	COMM
Terms	RES, LOT, RES INC
Transaction Broker Compensation	RES, COMM, LOT, RES INC, RES RENTAL
Variable Rate Commission	RES, COMM, LOT, RES INC, RES RENTAL

(2/15/2009)

2. NO MODIFICATION OF DATA. A BR Participant may not modify or manipulate the data relating to another BR Participant's listing. (This is not a limitation on the design of the site but refers to the actual data.) Notwithstanding the above, MLS data may be augmented with additional data not otherwise prohibited from display, so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields. (1/1/2007)
3. DISCLOSURES. The complete disclosure that pertains to displayed property information must be displayed on the same page that the information which it pertains to is displayed. The type must be easy to read and at least as large as the largest type size used for the property data. **Links to disclosures are not permitted.**
4. SEARCH RESULTS PAGE(S). The "Search Results Page(s)" must have the following:
 - (a) DISCLOSURE. The MLS-approved BR Program Icon or BR House Icon, as appropriate, and the following disclaimer that those properties marked with the BR Program Icon and/or BR House Icon are provided courtesy of the M.L.S. of Naples, Inc.'s BR Database, must appear on each "Search Results Page" of listing data and must meet the disclosure requirements in this Section. Note that such a disclosure must appear on the FIRST page where any BR Program data are displayed.

DISCLOSURE FOR SEARCH RESULTS PAGE: "The data relating to real estate for sale on this Website come in part from the Broker Reciprocity Program (BR Program) of M.L.S. of Naples, Inc. Properties listed with brokerage firms other than {insert brokerage's name} are marked with the BR Program Icon or the BR House Icon and detailed information about them includes the name of the Listing Brokers. The properties displayed may not be all the properties available through the BR Program."

FAR IDX DISCLOSURE: The BR Participant may use the current disclosure that is provided by the Florida Association of REALTORS®, or as amended from time to time, in lieu of the above disclosure for the "Search Results Page," which meet the disclosure requirements in Section 20.3.
 - (b) DISPLAY OF SEARCH RESULTS. Any search result identifying another BR Participant's listing in a brief or "thumbnail" format shall bear the BR House Icon immediately adjacent to the property information to identify the listing as an MLS listing. In other words, the consumer must have no doubt as to the fact that the listing is not the Broker's listing on whose website it is displayed. A thumbnail display of another BR Participant's listing may not include any contact information or branding of the BR Participant who owns the website or any of its Agents. This provision relating to "contact information or branding" is designed to prevent the web-site-owning BR

Participant's contact information and branding, and that of its Agents, from appearing on other BR Participants' listings. "Branding" refers to any marks or language referring to the web-site-owning BR Participant repeated in the thumbnail display of another BR Participant's listing. Any association of such information or branding with the listing data is a violation of this rule. A thumbnail display may only include the following: text data about the listing property, a photo of the listing property, the logo of the Listing Broker whose BR website it is, or BR House Icon, if the listing is another Broker's listing, whichever is appropriate, and links to other information. A thumbnail display is defined as being no more than two horizontal lines of text and/or an image, e.g., photograph, no more than 150 pixels high. Displays of more text or larger photos are covered under "Detailed Display Page(s) of a Listing."

5. DETAILED DISPLAY PAGE(S) OF A LISTING. The "Detailed Display Page(s)" of a listing must have the following:
- (a) PLACEMENT: At the bottom of the "page" **IMMEDIATELY** following the property information of a search result that produces a detailed display of another BR Participant's listing, **AND WITH NO INTERVENING DATA, IMAGES, ETC.**, shall appear in the following order:
- (1) The licensed name of the listing brokerage firm in a readily visible color and typeface not smaller than the median used in the display of listing data; (1/1/2007)
 - (2) The BR Program Icon; and
 - (3) MLS's copyright notice. **"The source of this real property information is the copyrighted and proprietary database compilation of the M.L.S. of Naples, Inc. Copyright [current year] M.L.S. of Naples, Inc. All rights reserved. The accuracy of this information is not warranted or guaranteed. This information should be independently verified if any person intends to engage in a transaction in reliance upon it."**

The licensed name of the listing brokerage firm and MLS copyright notice shall be at least as large as the largest type size used to display the listing data, and the licensed name of the listing brokerage firm must be easy to read and in at least the same size as the property data. A detailed display of another BR Participant's listing may not include any contact information or branding of the BR Participant who owns the website or any of its Agents within the "body" of the listing data. The "body" is defined as that space whose borders are delimited by the utmost extent in each direction of the listing text and photo data. This provision relating to "contact information or branding" is designed to prevent the web-site-owning BR Participant's contact information and branding, and that of its Agents, from appearing on other BR Participants' listings. "Branding" refers to any marks or language referring to the website-owning BR Participant repeated within the Detailed Display of another BR Participant's listing. Any association of such information or branding with the listing data is a violation of this rule. The prohibition on branding or contact information within the "body" of the listing data is intended to prevent any possible confusion on the part of the consumer as to the source of the listing.

- (c) DISCLAIMER. Any detailed display page identifying another BR Participant's listing

shall include the disclaimer **“The accuracy of this information is not warranted or guaranteed. This information should be independently verified if any person intends to engage in a transaction in reliance upon it.”** This disclaimer must meet the disclosure requirements in Section 20.3.

FAR IDX DISCLAIMER. (BR LOGO) The BR Participant may use the current disclaimer provided by the Florida Association of REALTORS®, or as amended from time to time, in lieu of the above disclaimer for the “Detailed Display Page,” which must meet the disclosure requirements in Section 20.3.

- (d) SIZE. MLS interprets any display containing more than two horizontal lines of text display or displaying a photo of more than 150 pixels height as being a detailed display.
6. WEBSITE CONTROL. Any Internet website used for publication of the BR Database or any portion thereof must be controlled by a BR Participant and advertised as that BR Participant’s Internet website. This is an important limitation on third parties building sites for Brokers. In order to participate in BR, a site must be marketed and branded as a Broker’s site. [Note: Consider this scenario: A company, “BeachesRealtyOnline.com” (BRO) provides promotional services for Brokers. The BR Participant and two other Brokers are BR Participants, and all want BRO to build their websites. It does so. So long as the websites are most prominently identified with the brokerage firms, it’s fine for BRO to have a notice at the bottom of every page that says “Powered by BeachesRealtyOnline.com.” But BRO must not “brand” any of these websites in such a way as to suggest that BRO controls it. For example, a big banner across the top of the page with BRO’s name is a problem, even if it identifies the BR Participant’s brokerage underneath.
7. NO THIRD PARTY DISPLAY OF DATA. A BR Participant displaying the BR Database or any portion thereof must protect the BR Database from misappropriation by employing reasonable efforts to monitor and prevent “scraping” or other unauthorized accessing, reproduction, or use of the MLS database. Reasonable efforts shall include but not be limited to:
- (a) Monitoring the website for signs that a third party is “scraping” data; and
 - (b) Posting the following, or substantially similar, notice that any use of search facilities of data on the site, other than by a consumer researching the purchase of real estate, is prohibited. Example: “The information being provided is for consumers’ personal, non-commercial use and may not be used for any other purpose, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.”

The foregoing shall not prohibit a BR Participant from authorizing a web based search engine to index information from the BR Database relating to the BR Participants’ own exclusively listed properties that appear on the BR Participant’s Internet website. (1/1/2007)

If a BR Participant suspects “scraping” of the data has occurred, the suspicion and any evidence must be reported to the MLS immediately for investigation and action.

[NOTE: This section places a responsibility on the BR Participant and BR Participant’s website host to monitor the website. If it appears that a large number of hits is coming from a particular domain on the web and that these hits may be the result of an automated process designed to gather or “scrape” data from your website for use somewhere else for

a commercial purpose, BR Participant must notify MLS.]

RESTRICTIONS ON USE OF BROKER RECIPROCIDY DATA. Except as provided in these rules, a Broker Reciprocity site or a participant or user operating a Broker Reciprocity site may not distribute, provide, or make any portion of the MLS database available to any person or entity. (1/1/2007)

RESTRICTIONS ON DATA TO THIRD PARTIES. No portion of the BR Database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules. This section expressly prohibits distribution of the BR Database or any portion of it for ANY purpose other than those expressly permitted by MLS's rules and regulations. This includes distribution to other BR Participants. In other words, a brokerage firm cannot sell access to the BR Data to other Brokers or any other businesses or anyone, whether or not they are participants in MLS.

9. NON-MLS LISTINGS NOT DISPLAYED WITH BR PROGRAM DATA. The BR Participant shall not commingle non-MLS Listings with any listings from the BR Program Database and shall not display non-MLS listings commingled with BR Program listings on the BR Participant's Internet website.
10. AGENT BR WEBSITES.
 - (a) All Agents with websites displaying any portion of BR Program Data must register the domain name(s) of their website(s) with MLS within 5 Business Days following the initial display of the BR Program Data and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.
 - (b) In order to participate in the BR Program, an Agent's site must be prominently identified with the brokerage firm. In addition, the brokerage firm name should be placed adjacent to or immediately above or below all points of contact information."Point of contact information" refers to any means by which to contact the brokerage firm or individual licensee including mailing address(es), physical street address(es), e-mail address(es), telephone number(s) or facsimile telephone number(s)."
 - (c) The Agent's brokerage firm must be contributing its listings to the BR Program.
 - (d) The Agent's brokerage firm must have a BR website of its own.
 - (e) The Agent must have the BR Participant's permission for an Agent BR website.
 - (f) The Agent's BR website may not use "Search the MLS," "Search all Listings," "Search all Properties" or similar wording. It is misleading to the public to have a "Search the MLS," or similar wording, on an Agent's website because the public is not searching the MLS Database.
 - (g) In the event an Agent's BR website violates the MLS's Rules in a manner that could threaten the integrity of the Listing Data, or violates any provision of the Broker Reciprocity Program applicable to an Agent's website, the MLS shall have the right to immediately suspend the Agent's computer access to the MLS Database and the Agent's use of the lockbox service until the Agent's BR website violation is cured.
 - (h) FOUR TYPES OF AGENT BR WEBSITES: The following are the four types of BR Agent websites allowed by these rules:

- (1) TYPE 1. Frame or Gateway Brokerage's Website.
- (2) TYPE 2. Frame the Florida Association of REALTORS® (FAR) Website.
- (3) TYPE 3. Brokerage Provides Agent BR Website.
 - (a) The Agent's website must display on any page with BR data the following disclosure in a readily visible color and typeface at least as large as the largest type size used for the property data: "This Agent BR website is provided by [Brokerage's name] on behalf of [Agent's name]."
- (4) TYPE 4. Agent Hosts Agent's BR Website: The agent's website vendor receives the BR program data via BR Participant authorization. In this case the BR Participant must give the agent authorization to display the BR data in which case:
 - (a) the Agent agrees that the Agent's website will be in compliance with the BR Program rules, and the Agent will be responsible for paying all fines for noncompliance with the BR Program rules;
 - (b) and that this agreement shall be made available to MLS upon request.

[NOTE: The BR Program is a Broker to Broker program. This is why an Agent cannot display listings of other participating Brokers on their websites unless the Agent's website complies with the BR rules governing Agent websites.]

10. THIRD PARTY DESIGN AGREEMENT. Any BR Participant using a third party to develop/design its website will have a written agreement with that third party in the form prescribed by MLS. MLS requires that third parties gaining access to the BR Database sign the standard contract. Failure to do so will result in the immediate termination of the data feed.
11. UPDATE FREQUENCY. The BR Participant's website must be updated at least every four days. The MLS requires that you use the following disclosure on the SEARCH RESULTS PAGE. **"Some properties that appear for sale on this website may no longer be available. For the most current information, contact [your firm name, phone number, and e-mail address]."**
12. SITE TO COMPLY WITH RULES. In the event a BR Participant's Internet site violates the MLS's Rules in a manner that could threaten the integrity of the Listing Data, the MLS shall have the right to immediately terminate the data feed to the Participant's website until the violation is cured. Any Participant whose website data feed is terminated pursuant to this section shall have the right to appeal such termination to the MLS Committee. (6/21/2001) (4/8/2005) (2/1/2006) (4/1/2008)

SECTION 20.4: USE OF BROKER RECIPROCITY LOGO/MARK

GENERAL: M.L.S. of Naples, Inc. has licensed the use of the Broker Reciprocity logo/service mark (the "Mark") from Regional Multiple Listing Service of Minnesota, Inc. ("RNMLS"). The following states the RNMLS's policy regarding use of the Mark. Participants are required to abide by this policy and as the policy may be amended from time to time. Failure to abide by this policy will result in the Participant's data feed being stopped until the failure is corrected. If the RNMLS changes their policy, Participants will be notified.

The RMLS Broker Reciprocity logo/service mark (the "Mark") is a service mark owned by

Regional Multiple Listing Service of Minnesota, Inc., a Minnesota corporation ("RMLS"). RMLS has the sole right to authorize use of the Mark in connection with real estate brokerage and/or advertising services. Each BR Participant in the BR Program understands and agrees that a BR Participant, and only a BR Participant, in the Program is permitted to use the Mark, and such license to use the Mark is subject to compliance with the following terms and conditions:

1. The Mark may be used solely by BR Participants who are in good standing under the Program guidelines as published and amended from time to time by RMLS.
2. The Mark shall be used only in the exact form authorized by RMLS, without any alteration, addition, deletion or other modification in size, design or color. MLS will provide digital and/or camera-ready art for reproduction of the Mark in black and white.
3. The BR Participant shall from time to time, upon request of MLS, provide MLS with samples of materials bearing the Mark to verify proper use of the Mark.
4. RMLS is the owner of the Mark and shall retain all ownership rights and interests in the Mark, including without limitation any registrations and/or applications to register the Mark.
5. The BR Participant shall indemnify, defend and hold RMLS harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys' fees) arising out of or relating to any claims or suits which may be brought or made against RMLS by reason of the BR Participant's use of the Mark.
6. The BR Participant's right to use the Mark shall automatically terminate at any time the BR Participant ceases to be a BR Participant or a member in good standing of MLS, or upon written notice by MLS in the event the BR Participant shall violate any provision of this Policy Statement.
7. Upon termination of the BR Participant's right to use the Mark for any reason, the BR Participant shall immediately discontinue all use of the Mark. MLS may demand that the BR Participant recall and destroy goods and marketing materials bearing the Mark. MLS reserves the right to inform its members and the public that the BR Participant is no longer entitled to use the Mark.
8. Upon termination of the BR Participant's right to use the Mark for any reason, the BR Participant shall not thereafter adopt or use any name, mark, logo or other designation that is a colorable imitation or is likely to be confused with the Mark.
9. MLS shall be entitled to collect from the BR Participant the costs and expenses (including without limitation attorneys' fees) of enforcing this Policy Statement against the BR Participant. In addition, in the event of any violation of this Policy Statement, MLS shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this Policy Statement. (6/21/2001) (4/8/2005)