



**Barrie & District  
Association of  
REALTORS®**

**BARRIE & DISTRICT  
ASSOCIATION OF REALTORS® INC.**

**Multiple Listing Service®**

**Rules**

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# MLS® Rules

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## **ARTICLE 1 – Definitions and Interpretations**

In these MLS® Rules, unless the context otherwise requires:

**1.01**

- a) “Act” means the Real Estate and Business Brokers Act 2002 and its regulations, and any successor legislation.
- b) “Advertising” means promotion of any description including the posting and use of signs, and the words “Advertise” and “Advertisement(s)” have a corresponding meaning. Notwithstanding the generality of the foregoing, “Advertising” shall include any form of message to the general public, whether communicated by computer, radio, television, newspaper, flyers, form letters even though personally addressed, computerized telephone messages, or the search results of unattended computer databases or sites.
- c) “Amendment” means the process by which a Listing Agreement is changed in any way and shall be evidenced by any document used to advise the Association of such change which shall include but not be limited to an Amendment to Listing Agreement form, Assignment of Listing Agreement form, Cancellation of Listing Agreement form and Suspension (Withdrawal) of Listing Agreement form. The verb “Amend” in its various forms shall have a corresponding meaning.
- d) “Association” means the Barrie and District Association of REALTORS® Inc. or any successor organization.
- e) “Authorized User” means any Person other than a Member who has been authorized by the Association to access or use any part of the MLS® Database.
- f) “Boardload” means the entering of listing information from the MLS® Data Input Form, Listing Agreement, if applicable, and other data onto the MLS® System database by Association staff.
- g) “Broker” means an individual who is registered as a broker in accordance with the Act.
- h) “Broker Member” means a Broker who is a Member.
- i) “Broker of Record” means the Broker so designated by the Brokerage under the Act.
- j) “Brokerage” means a corporation, partnership, sole proprietor, association or other organization or entity that is registered in accordance with the Act and on behalf of others and for compensation or reward or the expectation of such, Trades in real estate or holds himself, herself or itself out as such.

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- k) “Brokerload” means the entering of listing information from the MLS® Data Input Form, Listing Agreement, if applicable, and any other data onto the MLS® System database by the Listing Brokerage’s office or authorized designate. **1.01**
- l) “Business Day” means all days other than Saturday, Sunday and statutory holidays in the Province of Ontario.
- m) “Buyer” means any Person or Persons, or their lawfully authorized representative(s) who is/are acquiring or seeking to acquire an interest in real estate.
- n) “Buyer’s Representative” means the Brokerage representing the Buyer under a Buyer Representation Agreement.
- o) “Buyer Representation Agreement” means the representation agreement formed between a Buyer as Client and a Firm Member regarding one or more aspects of an acquisition of property.
- p) “By-law” means the By-law of the Association.
- q) “Client” means a Person who is represented under a Representation Agreement by the Brokerage to whom is owed primary allegiance including good faith, full disclosure, competence, obedience and accounting.
- r) “Commission Trust Agreement” means the agreement in the form attached as Schedule “A” to these MLS® Rules.
- s) “Commission Trust” has the meaning ascribed to it in Article 13, Section 13.01.
- t) “Commission Trust Account” means a trust account maintained at a Canadian chartered bank or trust company and designated as a “Commission Trust Account”. The Commission Trust Account shall be used only for the receipt and disbursement of Commission Trust Funds, or any amounts the Brokerage has otherwise agreed to receive in trust from a Broker/Salesperson for remittance to a third party on behalf of a Broker/Salesperson, and kept separate and apart from the statutory trust account that a Brokerage is required to maintain for consumer funds.
- u) “Commission Trust Amount” in any transaction shall be the Commission Trust Amount indicated on the Commission Trust Agreement for that Transaction, provided that if no such amount is indicated on the Commission Trust Agreement, the Commission Trust Amount shall be calculated in accordance with the compensation that the Listing Brokerage shall pay to the Co-operating Brokerage, in accordance with Article 4, Sections 4.01 or 4.02, as the case may be, or as agreed to by the Listing Brokerage and Co-operating Brokerage, as provided for in Article 4, Section 4.04.

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- v) “Content” means, but is not limited to, information, comments, opinions, statements, advice, descriptions, data, images, graphics, audio clips, video clips, icons, attachments, files, links, ideas, or software. **1.01**
- w) “Co-operating Brokerage” means a Firm Member or another Brokerage that effects the Trade of the property as a Buyer’s representative, or otherwise.
- x) “CREA” means The Canadian Real Estate Association or any successor organization.
- y) “CREA’s Data Distribution Facility (DDF®)” is a service that lets the Members extend the reach of their own MLS® Listings in a controlled environment by distributing the listing data to other REALTORS® as well as approved third party sites.
- z) “Customer” means a Person who is receiving customer service under the terms of a Customer Service Agreement from the Brokerage, or otherwise.
- aa) “Designated Signing Representative” means the individual(s) designated by the Principal Broker of the Listing Brokerage as being permitted to sign documents on behalf of the Listing Brokerage, and the Association shall be advised of such designation.
- bb) “Directors” means the Board of Directors of the Association.
- cc) “Employed” means hired, appointed, authorized, or otherwise arranged to have another individual act on one’s behalf, whether by an engagement contract (either oral or written) or by any other contract for service and, without limiting the generality of the foregoing, includes an independent contractor relationship; and “Employ”, and “Employs” have a corresponding meaning.
- dd) “Firm Member” means a Brokerage that is a Member.
- ee) “HST” means the tax commonly known as Harmonized Sales Tax imposed by the *Excise Tax Act (Canada)* as may be amended or replaced from time to time.
- ff) “Image” means any depiction, including but not limited to photographs, digital images, virtual tours, renderings, sketches and maps, or any substitute for any of the above.
- gg) “Listing Agreement”, also referred to as a Seller Representation Agreement in the REBBA Code of Ethics, means the Representation Agreement, including any Amendment thereto, formed between a Seller as Client and a Firm Member regarding one or more aspects of a Trade in property, and shall be evidenced by a duly executed copy of the standard Listing Agreement form prescribed from time to time by the Association.

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- hh) "Listing Brokerage" means a Firm Member or another Brokerage that is a member of CREA and that has listed the property for Trade through the MLS® System. **1.01**
- ii) "Managing Broker" means, at the choice of the Brokerage Member:
- i) the individual who is the BROKER OF RECORD of the Brokerage Member, if the Brokerage Member's BROKER OF RECORD is a Member; or
  - ii) a Member in the Employ of the Brokerage Member who has been designated as the Managing Broker for the purpose of the relationship between the Brokerage Member and the Association, whether or not the Brokerage Member's BROKER OF RECORD is a Member.

Every Brokerage Member shall advise the Association of whom it has designated as its Managing Broker and shall also immediately advise the Association when that designation changes.

- jj) "Member" means Firm Member, Broker Member or Salesperson Member as defined in the By-Law.
- kk) "MLS®" and "Multiple Listing Service®" are two of the MLS® Marks owned by CREA and licensed by CREA.
- ll) "MLS® Data Input Form" means the data input form, as prescribed by the Association from time to time to be used to obtain and submit property information for an MLS® Listing.
- mm) "MLS® Listing" means a listing which is entered onto the MLS® System database and includes:
- i) the Listing Agreement portion; and
  - ii) the MLS® Data Input Form portion; and
- all subsequent Amendment(s) thereto.

## MLS® Rules

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- nn) “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.
- oo) “MLS® System” means the co-operative selling system operated and promoted by the Association in conjunction with the MLS® Marks. The MLS® System includes an inventory of listings of participating REALTORS®, and ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTORS® to effect the purchase and sale of real estate.
- pp) “MLS® System data” means any part of the MLS® System database.

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- qq) “MLS® System database” means the database of MLS® Listings and Trades operated by the Association for the benefit of its Members and Authorized Users as part of the MLS® System, and includes any and all Content gathered, compiled, stored or published by the Association as part of the MLS® System, in whatever format it is gathered, compiled, stored or published by the Association, and further includes any and all such Content which is made available by the Association to Members and Authorized Users, in whatever format it is disseminated to the Members and Authorized Users. 1.01
- rr) “Offer” means any proposal relating to a Trade or Transaction and “Seller” shall include “lessor” or “optionor” and “Buyer” shall include “lessee” or “optionee” as the nature of the Trade or Transaction may require.
- ss) “Person” means, where applicable, an individual, a partnership, a corporation, an organization, and a business.
- tt) “Principal Broker” means, at the choice of the Firm Member:
- i) the individual who is the broker of record of the Firm Member, if the Firm Member’s broker of record is a Member; or
  - ii) a Member in the Employ of the Firm Member who has been designated as the Principal Broker for the purpose of the relationship between the Firm Member and the Association, whether or not the Firm Member’s Broker of Record is a Member.
- Every Firm Member shall advise the Association of whom it has designated as its Principal Broker and shall also immediately advise the Association when that designation changes.
- uu) “Property Specific Information” means information about the Real Estate Component itself and aspects of the immediate surroundings that relate directly to the Real Estate Component, including, but not limited to, scenery viewed from the Real Estate Component.
- vv) “Real Estate Component” means real property, a leasehold, or other interest in real property less than a fee simple, and a time share agreement with regard to real property. It also includes a moveable dwelling that is designed for use as a permanent residence; and a business, including an interest or share of a business, with or without a premises, and the fixtures, stock-in-trade, goods and chattels associated with the business, provided such items are sold in bulk as part of the business operation.
- ww) “REALTOR®” and “REALTORS®” are two of the REALTOR® Marks controlled by CREA and licensed by CREA.



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- xx) “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. 1.01
- yy) “REBBA Code of Ethics” means the Code of Ethics for all registrants contained in the regulations to the Act, and any successor Code.
- zz) “Registrant” means a Brokerage, Broker or Salesperson registered under the Act.
- aaa) “Representation” means that relationship between Client and Brokerage wherein the Brokerage is considered in law to represent the Client and “Representative” shall have a corresponding meaning.
- bbb) “Representation Agreement” means an agreement between a Brokerage and a Client under which the Brokerage and Client agree that the Brokerage will represent the Client in respect to one or more aspects of a Trade in real estate, and without limiting the generality of the foregoing, includes a Listing Agreement and a Buyer Representation Agreement.
- ccc) “Salesperson” means an individual registered as a salesperson in accordance with the Act.
- ddd) “Salesperson Member” means a Salesperson who is a Member.
- eee) “Seller” means every Person:
- i) registered on title as the owner(s) of the property; and/or
  - ii) having the legal authority to Trade the property;
- or their lawfully authorized representative(s).
- fff) “Show” means the introduction of a prospective Buyer to the Real Estate Component by the act of causing the prospective Buyer, where buildings exist, to examine the Real Estate Component both internally and externally or, where buildings do not exist, to view the grounds and, in either case, the surrounding area, in company with the Member who is attempting to sell the Real Estate Component or by causing such examination of the Real Estate Component by the prospective Buyer under arrangement made with the Listing Brokerage so that it may be done in company with the Seller, and “Shown” and “Showing” have a corresponding meaning.

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ggg) “Special Agreement” means:

**1.01**

- i) any modification to the Association’s form of Listing Agreement, and/or
- ii) any arrangement or agreement between the Listing Brokerage and the Seller relating to the compensation offered to a Co-operating Brokerage other than the compensation as published by the Association, provided such arrangement or agreement does not render the listing ineligible to be an MLS® Listing, and includes any circumstances under which the compensation offered to a Co-operating Brokerage will be paid or not paid, or that may affect a Member’s or Co-operating Brokerage’s ability to complete the Trade or earn the compensation offered.

hhh) “Special Offer Condition” means any arrangement or stipulation between the Listing Brokerage and the Seller relating to the conditions of an offer which should be considered by a Co-operating Brokerage when preparing an offer or agreement to Trade.

In the case of multiple representation, a Special Offer Condition exists if there is any arrangement between the Listing Brokerage and the Buyer Client or customer of said Listing Brokerage relating to conditions of an offer which should be considered by a Co-operating Brokerage when preparing an offer or agreement to Trade.

iii) “Subscriber” means an Authorized User who is also a Registrant and a REALTOR® who meets all eligibility requirements as outlined in the By-law.

iii) “Transaction” or “Trade” means a disposition or acquisition of, or transaction in real estate by sale, purchase, agreement for purchase and sale, exchange, option, lease, rental or otherwise and any offer or attempt to list real estate for the purpose of such a disposition, acquisition or transaction, and any act, advertisement, conduct or negotiation directly or indirectly, in furtherance of any disposition, acquisition, transaction, offer or attempt, and the verb “Trade” has a corresponding meaning.

Where the terms “written”, “in writing”, “execute”, “executed”, or “execution” are used in these MLS® Rules, the required action shall be deemed to be satisfied when performed and delivered in person, by mail or courier, by facsimile transmission, or by electronic means as allowed by the Electronic Commerce Act, 2000 and its Regulations, and any amendments thereto.

**1.02**

These MLS® Rules shall be read with all changes of gender or number required by the context.

**1.03**

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WHEREAS the Association has adopted, as its official position, the principle that a Co-operating Brokerage shall, for the purpose of these MLS® Rules, be deemed to be acting as a Buyer's Representative unless such Co-operating Brokerage discloses otherwise. This official Association position does not relieve a Member from full compliance with the Act, the REBBA Code of Ethics, and the REALTOR® Code of Ethics. **1.04**

The Board of Directors may make such grammatical, typographical, or cross-reference changes to the MLS® Rules and Regulations, including section designations, that do not change the substance or the meaning of the MLS® Rules and Regulations. **1.05**

# MLS® Rules

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## **ARTICLE 2 – Listing Procedures**

The Listing Brokerage shall secure an MLS® Listing signed on behalf of the Listing Brokerage and by the Seller, satisfactory to the Association, and said Listing Brokerage shall be accountable for the Content of that MLS® Listing. **2.01**

Only listings that comply with the following three pillars of the MLS® Marks as established by CREA shall be listed on the Association’s MLS® System database: **2.02**

- a) Only Listing Brokerages may place an MLS® Listing on the MLS® System database.
- b) The Listing Brokerage shall act as Representative for the Seller in order to post, amend or remove an MLS® Listing on the MLS® System database. The nature of any additional services to be provided by the Listing Brokerage is determined by agreement between the Listing Brokerage and the Seller.
- c) The Listing Brokerage agrees to pay to the Co-operating Brokerage compensation for the co-operative selling of the property. An offer of compensation of zero is not acceptable.

The following are the interpretations of the three (3) pillars of the MLS® Marks, as set out in CREA’s by-laws and rules: **2.03**

- a) 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.
- b) The Listing Brokerage is responsible and accountable for the accuracy of information submitted to the Association for inclusion in the MLS® System database (see Section 2.15 below). The Association is responsible for ensuring that the data submitted to it meets reasonable standards of quality.
- c) Only REALTORS® are permitted to display the MLS® Marks in signage, advertising, etc.
- d) 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 MLS® System database. The Seller’s contact information shall not appear on REALTOR.ca or in the general (public) remarks section of an MLS® Listing on the MLS® System database. The Listing Brokerage may include a direction in the general description section on REALTOR.ca or on websites operated by CREA or the Association 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).

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- e) Where the Seller has reserved the right to sell the property himself/herself, that fact shall be specified in the non-public portion of the MLS® System database. **2.03**

While all efforts have been made by the Association to ensure that none of the other MLS® Rules in this document violate any of the principles in the 3 Pillars and the Interpretations of the 3 Pillars as set out in Sections 2.02 and 2.03 above, if it is determined by the Association in consultation with CREA, that any of the other MLS® Rules in this document violate any of the principles in the 3 Pillars and the Interpretations of the 3 Pillars set out in Sections 2.02 and 2.03 above or the Competition Act, they will be amended or deleted as may be required. **2.04**

By submitting an MLS® Listing to the MLS® System the Listing Brokerage: **2.05**

- a) represents and warrants to the Association and to all Members that it owns the MLS® Listing and has the authority to cause all content of that MLS® Listing to be published on the MLS® System, and that a valid, MLS® Listing Agreement is in effect between the Seller and the Listing Brokerage.
- b) shall indemnify and save the Association harmless from any loss to the Association arising out of any claim regarding the Listing Agreement, the MLS® Data Input Form and/or publication of the MLS® Listing on the 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 and/or completeness of the MLS® Listing and all matters that make up the MLS® Listing or any information submitted to the Association for inclusion in the MLS® System database to the Seller or any other Person.

The following are the rules regarding multi-media links: **2.06**

- a) All multi-media links must be limited to property specific information and no advertising of private sales is permitted on those links, including Seller contact information.
- b) All multi-media links must be limited to their respective fields and shall comply with the CREA MLS® Technology Council's multi-media Policy.
- c) Webpages linked directly from the MLS® System through multi-media links shall not indicate where private sale information can otherwise be located.
- d) Webpages linked directly from the MLS® System through multi-media links or 'REALTOR® Website' links shall not automatically redirect users to a third party site.

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- e) The listing REALTOR® or Listing Brokerage website may be linked directly from REALTOR.ca through the 'REALTOR® Website' link that appears on REALTOR.ca feature sheets, but this specific webpage of the REALTOR® or Brokerage website shall not display Seller contact information. As well, Members may include in the public remarks a comment to "see my website for further information" without specifying the nature of such additional information. **2.06**

In addition to the provisions of Sections 2.02, 2.03, 2.04, and 2.05 above and without limiting the generality of the other provisions contained in these MLS® Rules, a Listing shall not be accepted by the Association as an MLS® Listing if: **2.07**

- a) it excludes any Members from showing the property; and/or
- b) it excludes any Members from acting as Co-operating Brokerages; and/or
- c) all mandatory data input fields have not been completed; and/or
- d) it is not immediately available for showings and the registration of offers; and/or
- e) it is not immediately available for the Presentation of Offers, except where the Listing Agreement is accompanied by an OREA Form 244 (Seller's Direction re: Property/Offer), fully executed in relation to that part of the form dealing with the Presentation of Offers and attached as a Schedule to said Listing Agreement; and/or
- f) it includes disclaimers of responsibility by the Listing Brokerage or the Seller for the accuracy or completeness of the information on the MLS® Listing, or any requirement for Members or Co-operating Brokerages or Buyers to verify the information; and/or
- g) it includes any instruction from a Seller that would relieve the Listing Brokerage or any other Brokerage of any obligation under these MLS® Rules; and/or
- h) it does not include a "real estate component".

The Listing Brokerage shall be a Brokerage Member or a Brokerage that is a member of a real estate board/association that is a signatory to an agreement with the Association to accept and publish Listings on the MLS® System, subject to the provisions of Article 2, Section 2.01. **2.08**

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In cases where an MLS® Listing: **2.09**

- a) has a Special Offer Condition; and/or
- b) includes any Special Agreement;

the existence of such Special Offer Condition or Special Agreement must be identified in the non-public section of the MLS® Listing. The precise terms of any such Special Agreement or Special Offer Condition shall be provided in writing to other Members and Co-operating Brokerages immediately upon request.

Only the Association's approved forms shall be used for MLS® Listings to be serviced through the MLS® System. **2.10**

Forms made available by the Association are protected by copyright law and may only be used by Members and Authorized Users as specifically authorized by these MLS® Rules or in writing by the Directors. In no instance may any such form be sold or distributed to any third party. **2.11**

Since there are areas within the MLS® Data Input Form where the Listing Brokerage may insert its contact information, including but not limited to, an area of the form, where the Listing Brokerage may insert virtual tour information and electronic links, including urls (if any), then subject to and without limiting the generality of Section 2.03 above: **2.12**

- a) only comments which provide pertinent information concerning the property shall be permitted in the public remarks section of any MLS® Listing with the exception of a direction to visit an unbranded link to obtain additional information; and
- b) only comments which provide pertinent information concerning the property, the showing of the property, the remuneration, the transaction or other factors impacting Co-operating Brokerages shall be permitted in the non-public remarks section of any MLS® Listing.

Every image submitted to the MLS® shall prominently feature the Property Specific Information relating to the MLS® Listed property but shall not include advertising or marketing messages or embellishments of any type. **2.13**

A Member shall post or cause to be posted at least one image for each MLS® Listing not later than 11:59 p.m. of the Business Day following the MLS® Listing being submitted to the MLS® System. **2.14**

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- The Association acts solely as publisher of the MLS® System database and: **2.15**
- a) is not obligated to or responsible for reviewing the accuracy, the completion /completeness and/or propriety of any MLS® Data Input Form or Listing Agreement, and
  - b) whether the MLS® Listing is handled by Boardload or Brokerload, the Association is not responsible for the accuracy, the completion/completeness and/or the propriety of any MLS® Listing on the MLS® System.
- Members shall not rely exclusively on the information in the MLS® Listing as published by the Association when such information is pertinent to the Member's Client or Customer, and it can be practicably verified from an independent source. **2.16**
- When a Member submits an MLS® Listing to another real estate board/association for publication on that board's/association's Multiple Listing Service®, the Member shall be solely responsible to ensure that the other board/association is notified of any changes to that Listing, and report of any Trade. Information submitted to another real estate board/association shall be provided on the form and in the process required by the other board/association. **2.17**
- Without limiting the generality of the foregoing, the Association may require the Listing Brokerage to deliver copies of any information concerning an MLS® Listing to the Association, immediately upon the request of the Association. Information regarding total compensation may be redacted. **2.18**
- Using the processes required by the Association and not later than 11:59 p.m. on the Business Day following the commencement date of the MLS® Listing, the Listing Brokerage shall: **2.19**
- a) deliver the MLS® Listing directly to the Association for Boardload, or
  - b) enter said MLS® Listing by Brokerload.
- Any MLS® Listing which fails to meet the requirements set out in these MLS® Rules may be deactivated in the MLS® System database. In such instances, the MLS® Listing will be re-activated only when the necessary information is provided to the Association. **2.20**



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- The information relating to an MLS® Listing which has yet to be processed or published by the Association shall be given by the Listing Brokerage to any Registrant, upon request. If it is part of the arrangement between the Listing Brokerage and the Seller, and in the event where an Offer is registered before notice of the MLS® Listing or any Amendments thereto have been circulated through the MLS® System to Members, the Co-operating Brokerage with the Offer shall be supplied the information with or without a request from the Co-operating Brokerage. **2.21**
- a) An MLS® Listing may be Amended to a new expiry date provided that before the current expiry date, the Listing Brokerage has received a copy of the Amendment on the Amendment to Listing Agreement form, duly signed on behalf of the Listing Brokerage and the Seller. **2.22**
- The Price of any MLS® Listing regarding a property located in Canada must be shown in Canadian Funds only. **2.23**
- The Seller of the property may be provided with a copy of the MLS® Listing as produced by the Association provided that the Association is provided with sufficient information to identify the Seller. **2.24**
- All properties which are to be Traded separately shall be listed individually. **2.25**
- When a Listing Brokerage requires more than one MLS® Listing type for a given property, it shall complete an MLS® Data Input Form for each respective MLS® Listing type. **2.26**

# MLS® Rules

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## **ARTICLE 3 – Compensation**

- Listings being submitted through the MLS® System shall state the compensation that the Listing Brokerage shall pay to the Co-operating Brokerage in accordance with the provisions of Article 2, Section 2.19 **3.01**
- If it becomes necessary for any reason for the Listing Brokerage to alter the compensation offered to any Co-operating Brokerage, the information must be circulated through the MLS® System database and the fully executed Amendment to Listing Agreement form shall be retained by the Listing Brokerage. **3.02**
- Where the compensation to be offered to a Co-operating Brokerage is specified under the terms of Sections 3.01 and 3.02 above, the Listing Brokerage shall be required to pay the Co-operating Brokerage such compensation unless such compensation is modified by agreement in writing between the Co-operating Brokerage and the Listing Brokerage. **3.03**
- It shall be the responsibility of the Listing Brokerage to collect the compensation owing on completed sales and pay the share to the Co-operating Brokerage within seven (7) days of receipt. **3.04**
- Where the full compensation is not received by the Listing Brokerage and where the Co-operating Brokerage's share of the compensation has not been received by the Co-operating Brokerage from the buyer pursuant to a Buyer Representation Agreement, the Listing Brokerage shall disclose in writing to the Co-operating Brokerage all facts and circumstances relating to the non-payment of the full compensation; provide a true copy of the Listing Agreement to the Co-operating Brokerage; and pay to the Co-operating Brokerage the proportionate amount of such compensation. The proportionate amount shall be determined by the Listing Brokerage with reference to the ratio which the compensation payable to the Co-operating Brokerage as indicated in the Listing information sheet was to the total compensation as set out in the Listing Agreement between the Listing Brokerage and the Seller. **3.05**
- Where the full compensation is not received by the Listing Brokerage, any collection costs incurred by him are to be deducted from the total compensation and the balance distributed as above provided. Losses and costs incurred in an endeavor to make such collection must be sustained on a pro-rata basis by the parties thereto unless otherwise agreed. **3.06**

## MLS® Rules

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In the event that the Listing Brokerage decides not to take legal action against the Seller to recover the compensation, the Co-operating Brokerage, if it would otherwise be entitled to a share of the compensation to be paid by the Seller, may do so, provided the Listing Brokerage agrees to an assignment of its rights under the Listing Agreement to give effect to this provision.

**3.07**

Where any compensation is paid as a result of the holdover clause in the Listing Agreement, such compensation shall be paid as set out in this Article 3.

**3.08**

# MLS® Rules

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## **ARTICLE 4 – Permissions Management Rules**

All Members shall abide by the policies as set out and amended from time to time by CREA regarding the use of DDF (Data Distribution Facility).

**4.01**

# MLS® Rules

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## **ARTICLE 5 – Trading Procedures**

All Members shall co-operate with each other in a professional manner when carrying out all negotiations on behalf of their respective Clients and Customers. Negotiations with the Client for the showing and/or the negotiations concerning a listed property shall be conducted through the Member who is acting as their Representative in the case of Clients, and in the case of Customers, with the Brokerage with the “Buyer Customer Service Agreement”, except under the following circumstances:

**5.01**

- a) the Listing Brokerage gives the Co-operating Brokerage specific authority to negotiate directly with his or her Client; or
- b) the Co-operating Brokerage gives the Listing Brokerage specific authority to negotiate directly with his or her Client or Customer.

# MLS® Rules

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## **ARTICLE 6 – Appointments**

Where it is part of the arrangement between the Listing Brokerage and the Seller: **6.01**

a) appointments to show properties shall be made through the Listing Brokerage or otherwise, as indicated on the MLS® System; and

b) the Listing Brokerage shall book all appointments for REALTORS® without delay; and

c) the Seller may suspend showings once there is an accepted offer.

If a Member is unable to keep an appointment, the Listing Brokerage shall be advised, **6.02**  
or the Seller or Tenant shall be advised in a manner consistent with the arrangement between the Listing Brokerage and the Seller.

The Association shall not be responsible for any direct or indirect, special or consequential damages, or any other liability, claim, demand, loss, cost, damage or injury resulting from the use of keys, lockboxes or other entry systems by Members. **6.03**

# MLS® Rules

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## **ARTICLE 7 – Trading Regulations**

### **Solicitation Regulations**

Subject to Members' compliance with the Act, and including the REBBA Code of Ethics, as well as other relevant laws, and the REALTOR® Code of Ethics:

**7.01**

- a) When Members are contacted by the Client of another Member regarding the creation of a relationship to provide the same type of service, and Members have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future Representation Agreement.
- b) The MLS® Rules noted in Sub-sections 7.01 (a) above do not preclude Members from making general announcements, messages or advertisements (hereinafter referred to as “general announcements” or “announcements”) to prospective Clients describing their services and the terms of their availability even though some recipients may have entered into Representation Agreements with another Firm Member, provided such general announcements include a clear, prominent and emphasized statement that the announcement is not intended to cause or induce a breach of an existing Representation Agreement.
- c) Members, prior to entering into a Representation Agreement, have an affirmative obligation to make reasonable efforts to determine whether the potential Client is subject to a current and valid Representation Agreement to provide the same type of real estate service.
- d) This rule does not preclude a Member from contacting the Client of another Firm Member 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 real estate service currently being provided (e.g. property management as opposed to brokerage).
- e) Information obtained through the MLS® System database shall not be used to target Clients of other Firm Members to whom such offers to provide services may be made.

### **Other Trading Rules**

No Member shall advertise any MLS® Listing at any price other than the price as listed with the Association.

**7.02**

Signs placed on properties listed on the MLS® System may have attached thereon such MLS® Marks and REALTOR® Marks as are authorized by CREA from time to time.

**7.03**

## MLS® Rules

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Signs placed on properties that are listed on the MLS® System shall reflect the current status of that MLS® Listing as either “For sale” or “Sold” or “For Lease” or “Leased” as the case may be.

**7.04**



## MLS® Rules

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The use of keys or other entry systems shall only be permitted by Members for the purpose of accessing properties or showing properties to prospective Buyers. Unauthorized use of keys or other entry systems constitutes a breach of this rule. For the purpose of this Section 7.05 the following shall be considered an unauthorized use:

**7.05**

- a) the making of duplicate keys from the one obtained; and/or
- b) failing to return the key to the Listing Brokerage by the agreed upon time; and/or
- c) the turning over of the key or information on the entry system to any individual not authorized by the Listing Brokerage to receive such information; and/or
- d) use of a key or entry system code issued for a different appointment; and/or
- e) failing to secure the property after using the key or entry system code.

Unless otherwise agreed to in writing by the Seller, a Listing Brokerage shall ensure that a Registrant accompanies a non-Registrant during the entire period said non-Registrant is on the property.

**7.06**

### **The Procurement Rule**

The following are the rules that relate to a Member acquiring a Buyer as a Client or Customer:

**7.07**

- a) The following shall not constitute a “showing” of the property:
  - i) the placing of a sign; and/or
  - ii) a prospective Buyer attending an open house where a Member is not in attendance and does not make personal contact with the prospective Buyer; and/or
  - iii) the advertising, by any means, of the property for sale; and/or
  - iv) a prospective Buyer attending a property without a Member.

## MLS® Rules

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- b) Where a property is shown by one Member to a prospective Buyer and the same property is ultimately Traded by another Member to the same prospective Buyer, the Firm Member obtaining the acceptable offer to Trade shall be the Firm Member by whom the compensation shall be deemed to be earned, provided that no unethical act was performed in the process of procuring said acceptable offer to Trade, including, but not limited to, those unethical practices described in Sub-section 7.07 (d) below. **7.07**
- c) Where a property is shown by one Member to a prospective Buyer, no other Member shall attempt to obtain an offer to Trade the same property from the same prospective Buyer by unethical means, including but not limited to those unethical practices described in Sub-section 7.07 d) below. This does not preclude a Firm Member from entering into a Buyer Representation Agreement with such Buyer provided the Member did not use any unethical means or engage in any unethical acts to obtain the Buyer Representation Agreement, including, but not limited to, those unethical practices described in Sub-section 7.07 d) below.
- d) It shall be unethical for a Member to:
- i) ignore the existence of an existing Representation Agreement or induce or attempt to induce a breach of such Representation Agreement with another Firm Member for the purpose of having a Client deal with the Member regarding the same property or type of property for which the Client is already committed under the existing Representation Agreement. Having no knowledge of the existence of an existing Representation Agreement will not be permitted as a defence to this unethical conduct if the Member did not take reasonable steps to determine whether the Client was subject to an existing Representation Agreement; and/or
  - ii) suggest to a prospective Buyer that he or she be shown properties by other Members, with the intention or instruction, or implied intention or instruction, to return to the first Member for submission of any offer to Trade any one of such properties.

# MLS® Rules

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## **ARTICLE 8 – Presentation of Offers on MLS® Listed Properties**

Offers must include the names of both Listing and Co-operating Brokerages and the names of the respective Registrants in the information on Brokerages portion, or otherwise shown in the offer. **8.01**

Where it is part of the arrangement between the Listing Brokerage and the Seller, the complete execution of a Confirmation of Co-operation and Representation form shall precede the presentation of any offer and shall include the name of the Seller and Buyer. **8.02**

If it is part of the arrangement between the Co-operating Brokerage and the Buyer, a Registrant employed by the Co-operating Brokerage shall have the right to be present when the offer is presented by the Listing Brokerage to the Seller, unless the Seller directs otherwise. If it is part of the arrangement between the Listing Brokerage and the Seller, provides consent in writing, a Registrant employed by the Listing Brokerage shall have the right to be present when any counter-offer is presented by the Co-operating Brokerage to the Buyer, unless the Buyer directs otherwise. However, this does not mean that the Registrant may be present during subsequent discussions between the other Registrant and their Seller or Buyer, as applicable. **8.03**

# MLS® Rules

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## **ARTICLE 9 – Reporting of Trades**

All notices to be provided to the Association shall be provided by the Listing Brokerage, except if negotiations were carried on with permission from the Listing Brokerage, by the Co-operating Brokerage, in which case the Co-operating Brokerage shall provide such notices and a copy thereof to the Listing Brokerage at the same time that notice is provided to the Association. **9.01**

It is the responsibility of all Members to ensure that notice of conditional or unconditional sales of MLS® Listings shall be reported to the Association and in the manner required by the Association, no later than 11:59 p.m. on the Business Day following acceptance. **9.02**

When a condition has been fulfilled or renewed or when any other change occurs on a conditional or unconditional sale of an MLS® Listing, the MLS® System shall be updated in the manner required by the Association and no later than 11:59 p.m. on the Business Day following the change. **9.03**

Without limiting the generality of the foregoing, information on conditional and unconditional Trades of MLS® Listings includes: **9.04**

- a) the fulfillment, renewal or cancellation of a conditional Trade;
- b) a change in the price, terms or conditions of an unconditional Trade.

The report of a conditional Trade of an MLS® Listing shall include the expiry date of the last of the condition(s). **9.05**

The report of an unconditional Trade of an MLS® Listing for a property located in Canada shall include the Trading price, the date of the unconditional Trade, the completion date, the name of the Co-operating Brokerage and such other information as required by the Association from time to time. **9.06**

If the Trade of any MLS® Listing previously reported in accordance with this Article 9 is not completed, that information shall be submitted to the Association through the Listing Brokerage, not later than 11:59 p.m. on the Business Day following receipt of the information. **9.07**

The Listing Brokerage, and the Co-operating Brokerage, as the case may be, by submitting a Trade to the MLS® System, shall indemnify and save the Association harmless from any claim against the Association resulting from the publication of the Trade on the MLS® System. **9.08**

# MLS® Rules

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## **ARTICLE 10 – Ownership, Copyright, Access to and Use of the MLS® System database, MLS® System data, and Other Association Publications**

### **Ownership**

The MLS® System and the MLS® System database are protected by copyright laws and are owned by the Association. The MLS® System and MLS® System database are licensed products for the exclusive access to and use of Members and Authorized Users, and any unauthorized access to or use of the MLS® System data is prohibited. The right to access, use, reproduce or download the MLS® System data is subject to the authority of the Association to permit or prohibit specific uses and is limited to the specific uses permitted by the Directors from time to time. **10.01**

In this Article 10, use of the MLS® System database or MLS® System data means use of any description, including, but not limited to, reproduction, downloading or extraction. **10.02**

The Member shall advise and obtain the Client's authorization that: **10.03**

- a) all information concerning the Representation Agreement, the properties affected thereby and the Trades thereunder shall be available to all Members and their Clients and Authorized Users, and may be used by the Association for the benefit of Members; and;
- b) the Association may, at its option, advertise in any medium, including the Internet, any properties listed on the MLS® System database; and
- c) the Association and its Members may compile, retain and distribute the listing information, and may compile, retain and publish any statistical analyses, including historical MLS® System data based on such information.

The Association shall not be responsible for any direct or indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the MLS® System database, including, but not limited to, computer failure or interruption, computer programs used to access the MLS® System database, late or non-delivery of printed materials, or negligence. **10.04**

Members and Authorized Users shall comply with, observe, and be bound by all restrictions, copyright notice or other limitations of access to the MLS® System and the MLS® System database and use thereof as may be adopted by the Directors from time to time. **10.05**

# MLS® Rules

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## **Authorized and Unauthorized Use**

The MLS® System data is confidential and shall not be sold or distributed to unauthorized Persons or used in any unauthorized manner. **10.06**

Members and Authorized Users are authorized to access and use the MLS® System data to assist them in preparing presentations for and representing their Client or a specifically identified Customer in a Trade. **10.07**

Members and Authorized Users are not authorized to: **10.08**

- a) use MLS® System data for the purpose of populating another listing service or other database; and/or
- b) alter, modify or reformat the MLS® System data in any way whatsoever except by individuals authorized by the Listing Brokerage and as authorized by the Association.

The use of MLS® System data shall: **10.09**

- a) reflect accurate and current information as contained in the MLS® System database; and
- b) include the name of the Listing Brokerage where applicable; and
- c) include the MLS® Marks, where applicable.

Any Advertising using statistics based in whole or in part on MLS® System data must clearly demonstrate the period of time over which the claims are based and must include the following, or substantially similar notice: "Based on whole or in part on MLS® System data owned by the Association covering the period \_\_\_\_\_date through \_\_\_\_\_date." **10.10**

Authorized use of the MLS® System database is not transferable to any Person for any reason. **10.11**

A Member or Authorized User shall not extend access to, or use of the MLS® System database to anyone not specifically authorized by the Association to access or use the MLS® System database. **10.12**

No use is "unauthorized" if consented to in writing by the Association. Anyone requesting such consent is required to meet all eligibility requirements, and agree to such undertakings, terms and conditions as established by the Association and to execute any agreements in the form provided by the Association. **10.13**

# MLS® Rules

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## **Access**

Personal computer access codes and passwords are for the individual's sole and exclusive use and shall only be used by Members and Authorized Users in accordance with this Article 10. The sale, distribution or disclosure of access codes and passwords to any unauthorized user or the use of such access codes and passwords for any other purpose is prohibited. **10.14**

Computer software used to access MLS® System data shall be used only by Members and Authorized Users in accordance with this Article 10. Selling or redistributing such programs to any unauthorized user or use of such programs for any other purpose is prohibited. **10.15**

The Principal Broker of each Firm Member shall notify the Association no later than 11:59 p.m. on the Business Day following the day when any Authorized User in their Employ who has been provided with Access Codes and/or Access Programs ceases to be Employed by the Firm Member. **10.16**

The Association may enter into agreements with Subscribers. A Subscriber may be granted limited access to and use of the MLS® System database and the MLS® System data under the following terms and conditions: **10.17**

- a) The Subscriber shall be a Registrant and shall be a member in good standing of another real estate board/association in the Province of Ontario.
- b) The Subscriber shall submit a completed application form.
- c) The Subscriber shall pay in advance the appropriate amount as determined by the Directors from time to time for the services selected, but shall be exempt from paying new member application fees or annual fees to the Association.
- d) The Subscriber shall agree to be subject to and bound by these MLS® Rules, and any policies relating to the MLS® System as they may exist from time to time.
- e) The Subscriber shall not be entitled to receive any other services of the Association, to receive notice of or attend meetings or vote thereat, or to serve on any committees or as a Director.

The Directors may, in their sole discretion, deny a Subscriber's application at any time for any reason. **10.18**

The Directors may terminate any Subscriber at any time on ninety (90) days' notice without restriction or review. **10.19**

## MLS® Rules

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The Directors may, in their sole discretion, terminate any Subscriber without notice or explanation if, in the sole opinion of the Directors, the Subscriber's access to or use of MLS® System data or the MLS® System database is unauthorized. **10.20**

### **Remedies**

Any theft, sabotage, unauthorized use of, or unauthorized access to the MLS® System database or MLS® System data constitutes a breach of these MLS® Rules and shall be dealt with in accordance with the provisions of the By-law. **10.21**

Notwithstanding any sanctions and/or penalties imposed by the Association, the Association reserves the right to seek any and all redress and remedies available to it in a civil action against the Person and/or any Member permitting the access to or use of the MLS® System database by an unauthorized individual. **10.22**

In addition to the Association's rights and remedies set out in Section 10.21 above, the Association reserves the right to immediately terminate a Firm Member's or an individual Member's access Codes and/or Access Programs, without notice, in the event of any unauthorized use of or granting unauthorized access to the Association's MLS® System database or any other breaches of the provisions of this Article 10. **10.23**

### **Association's Website**

Members may "link" to the public portion of the Association's website from their own websites. **10.24**

The MLS® System database, or any portion thereof, shall not be used as a "frame" on a Member's website (i.e. the MLS® System database must not appear to reside on the Member's website, making it look as if the MLS® System database is the Member's). **10.25**

The Association is not responsible for the contents of any off-site pages or any other sites linked to their sites (i.e. maintenance of the Member's website is the responsibility of the Member). **10.26**

All of the restrictions contained in this Article 10 that relate to the authorized and unauthorized use of, and access to, the MLS® System database apply equally to any portion of the MLS® System database which can be obtained from the Association's website. **10.27**



## MLS® Rules

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The Association has or may become a signatory to one or more agreements with other real estate boards/associations in the Province of Ontario or with the Ontario Real Estate Association (OREA). Pursuant to these agreements, Members may have the right, on an individual basis, to obtain MLS® services and/or data from such other board(s)/association(s) (such as the right to place MLS® Listings). The Association recognizes that in order for Members to obtain such information or services from the other board(s)/association(s), Members will enter into contracts, on an individual basis, with the other board(s)/association(s). Such contracts will provide rules for the use of the MLS® services and/or data provided by such other board(s)/association(s).

**10.28**

If a Member breaches the terms of a contract with such other board(s)/association(s), the breach shall be deemed to be a breach of these MLS® Rules and shall be dealt with in accordance with the provisions of the Associations Professional Standards and Discipline procedures as set out in the By-law.

# MLS® Rules

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## **ARTICLE 11 – Privacy Compliance Requirements**

In addition to all other requirements contained in these MLS® Rules, when dealing with any property that is the subject of an MLS® Listing, all Listing Brokerages and Co-operating Brokerages shall obtain the consent of their Clients and/or Customers that is required by the national Privacy Code or is otherwise required by law in order for the Association to collect, use and disclose the listing, sale/lease and purchase information regarding the property and the transaction on the MLS® System and within the MLS® System database. **11.01**

Immediately upon request by the Association, a REALTOR® shall provide the Association with proof of the consent described in Section 11.01 above from the REALTOR's® Client or Customer in regard to any property that is the subject of an MLS® Listing for which the REALTOR's® Client or Customer is the Seller or Buyer. **11.02**

Association information relating to Members, including but not limited to, lists of names, addresses, telephone and facsimile numbers and e-mail addresses, hereinafter referred to as "Member Lists", is provided to Members for their sole use to assist them in representing their Client or a specifically identified customer in a Trade. The compilation, sale, redistribution or use of Member Lists for any other purpose is prohibited. **11.03**

# MLS® Rules

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## **ARTICLE 12 – Breaches and Penalties**

Failure to comply with these MLS® Rules shall be dealt with in accordance with the professional standards and disciplinary procedures of the Association, as well as any other remedies available to the Association as set out in these MLS® Rules, except failure to comply with the following Articles, which shall be dealt with by the levying of administrative fees in the amounts determined by the Directors from time to time: Article 2, Sections 2.14, 2.15, and 2.19, and Article 9, Sections 9.02, 9.03, and 9.04 (a) and (b). **12.01**

Notwithstanding the fact that throughout these MLS® Rules, there are certain obligations placed upon the Brokerages (either as Listing Brokerage or Co-operating Brokerage), such that if a rule or regulation is not complied with, the Association may, by following the Association's professional standards and discipline procedures as set out in the By-law, prosecute, and if warranted discipline, the Firm Member, the Firm Member's Principal Broker and/or the Member(s) within the Firm Member who is (are) responsible for such non-compliance. **12.02**

# MLS® Rules

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## **ARTICLE 13 – Commission Trust**

All deposits and other monies received by or due to the Listing Brokerage directed to satisfy commission payable or damages or other compensation in lieu of commission, plus applicable HST on any of the foregoing, in connection with the Transaction shall be receivable by and held by the Listing Brokerage in trust and constitute a Commission Trust. The beneficiaries of the Commission Trust shall be the Co-operating Brokerage to the extent of the Commission Trust Amount, and the Listing Brokerage as to the balance after payment of the Commission Trust Amount. **13.01**

At the same time as an offer for a Transaction procured by a Co-operating Brokerage is accepted, the Listing Brokerage shall execute and deliver to the Co-operating Brokerage, a Commission Trust Agreement for the Transaction. For the purposes of this Section 13.02, Listing Brokerage and Co-operating Brokerage shall include a Broker or Salesperson Registrant representing the Listing Brokerage or Co-operating Brokerage, as the case may be. **13.02**

Following the completion of the Transaction no funds shall be transferred or paid from the Listing Brokerage's Commission Trust Account to or for the benefit of the Listing Brokerage or any third party until the Commission Trust Amount has been disbursed to the Co-operating Brokerage. All such disbursements shall be made directly from the Listing Brokerage's Commission Trust Account. Where the Listing Brokerage has more than one trust account, funds impressed with the Commission Trust may be transferred from one trust account maintained by the Listing Brokerage to the Commission Trust Account maintained by the Listing Brokerage, and such funds shall at all times, notwithstanding any such transfer, continue to be impressed with the Commission Trust. Provided, however, that where the full compensation is not received by the Listing Brokerage, the provisions of Article 3, Section 3.05 shall apply to the payment of Commission Trust funds to the Co-operating Brokerage, and where the Listing Brokerage incurs collection costs, the provisions of Article 3, Section 3.06 shall apply to the payment of the Commission Trust funds to the Co-operating Brokerage. **13.03**

The Listing Brokerage and Co-operating Brokerage shall each retain a copy of any Commission Trust Agreement for a period of no less than six (6) months following the completion of the Transaction and shall provide the Association with a copy of any such Commission Trust Agreement within fifteen (15) days of a request (provided the Association has received a written complaint necessitating the requisition of said Commission Trust Agreement). **13.04**

## MLS® Rules

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Subject to the provisions of the Act, the Listing Brokerage shall maintain proper books and records with respect to all transactions concerning the Commission Trust Account. Commission or other compensation payable by Sellers or other Persons shall be shown as a receivable due to the Commission Trust and not as a receivable due to the Listing Brokerage. Amounts due to a Co-operating Brokerage and the Listing Brokerage for a particular Transaction shall be shown as payables of the Commission Trust. **13.05**

The following terms are deemed to be included in all Commission Trust Agreements: **13.06**

All monies received by or due to the Listing Brokerage in connection with the Transaction including, without limitation, any deposit(s), damages or amounts in lieu of damages received or due from the Seller or other Person, or other compensation received or due from the Seller or other Person, shall be held by the Listing Brokerage in trust for the benefit of the Co-operating Brokerage and Listing Brokerage as herein provided for (the "Commission Trust") and all funds received on account of the Commission Trust shall be deposited directly to the Listing Brokerage's Commission Trust Account. The obligation of the Listing Brokerage as trustee under the Commission Trust shall be discharged by the Listing Brokerage paying, following the completion of or other termination of the Transaction, the following amounts in the following order:

- a) first, to the Co-operating Brokerage the Commission Trust Amount;
- b) next, to the Listing Brokerage the balance of the Commission Trust.

For clarity, this Article 13 is subject to the terms and conditions of the Listing Agreement between the Listing Brokerage and the Seller. For example, if pursuant to the Listing Agreement, the Listing Brokerage will not be in receipt of any funds from the Seller (except for any fee to list the property on the MLS® System) or if the Seller has agreed to pay compensation directly to another Firm Member in connection with the sale of the property, the provisions of this Article 13 will not apply to said Transaction. **13.07**

# MLS® Rules

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## COMMISSION TRUST AGREEMENT – Schedule “A”

TO: The Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale

In consideration of the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all monies received or receivable by me in connection with the Transaction as contemplated in Section 13.01 of the MLS® Rules and Regulations of the Real Estate Association (the “MLS® Rules”) shall be receivable and held in trust under the terms set out in Section 13.06 of the MLS® Rules, which are incorporated herein by reference as if set out at length. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. For the purposes of this Commission Trust Agreement, the Commission Trust Amount shall be

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(if the amount is left blank on the line above, the Commission Trust Amount shall be calculated as described in Section 3.01 of the MLS® Rules.)

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

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Signature of Listing Brokerage  
or authorized representative

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Signature of Co-operating Brokerage  
or authorized representative

# MLS® Rules

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Ratified AGM March 10, 2011

Amended BOD March 24, 2011 (Article 2, Section 2.09)

Amended BOD October 13, 2011 (Article 2, Section 2.06 (a) (ii))

Ratified AGM April 12, 2012

Amended BOD (DDF) June 28, 2012 (Article 17)

Amended BOD September 27, 2012

Approved BOD October 23, 2014

Ratified AGM April 16, 2015

Approved BOD January 28, 2016

Approved BOD March 8, 2018