

# ACAR Commercial Information Exchange

## Rules and Regulations

*(Adopted March 12, 2019)*

Membership in the Akron Cleveland Association of REALTORS® Commercial Information Exchange “ACAR CIE”: Any REALTOR® (principal) of this or any other Board is eligible to participate in the ACAR CIE upon agreeing in writing to conform to these ACAR CIE rules and regulations (“Rules and Regulations”) and to pay the Service fees and charges as specified in Section 4 of these rules.<sup>1</sup> However, no individual or firm, regardless of Board membership status, is eligible for ACAR CIE participation or membership status unless they hold a current, valid real estate broker’s license and are capable of accepting and offering compensation to and from other Participants or to those individuals who are licensed or certified by a state regulatory agency to engage in the appraisal of real property. Brokers and salespeople other than principals are not “members” or “participants” of the ACAR CIE but have access to and use of the ACAR CIE through the Participant with whom they are affiliated, as “Subscribers” (herein defined below), in accordance with these Rules and Regulations and the vendor’s Terms of Use or End User License Agreement (“EULA”). None of the foregoing is intended to preclude ACAR CIE from providing, as a matter of local determination, access to information from ACAR CIE compilations to affiliate members of Boards or to others engaged in recognized fields of real estate practice or in related fields.

A nonmember applicant for ACAR CIE participation who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to the Board of Directors that he has no pending ethics complaints (or hearings), pending arbitration requests (or hearings), or unpaid arbitration awards or unpaid financial obligations to this or any other Association or Association CIE; and shall agree that if elected as a Participant, he will abide by such Rules and Regulations and the EULA and pay the ACAR CIE fees and dues, including the nonmember differential (if any), as from time to time established. Under no circumstances is any individual or firm entitled to CIE participation or membership unless they hold a current, valid real estate broker’s license and are capable of offering and accepting compensation to and from other Participants, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by ACAR CIE is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. None of the foregoing is intended to preclude ACAR CIE from providing, as a matter of local determination, access to information from CIE compilations to affiliate

members of Boards or to others engaged in recognized fields of real estate practice or in related fields. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by a Board CIE where access to such information is prohibited by law.

**Responsibility for Conformance with Rules and Regulations:** The ACAR CIE Participant is responsible to the ACAR CIE for compliance with the Rules and Regulations by all of the firm's Subscribers (including licensed or certified appraisers) who have access to and use of the CIE.

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

### **Filing Procedures**

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

Section 1—Filing Procedures: Submission of any property information to the CIE is voluntary on the part of the Participant. Information on property for sale, lease, or exchange of the following types located within the territorial jurisdiction of the CIE may be submitted by Participants to the Commercial Information ACAR CIE:

- (a) subdivided vacant land
- (b) land and ranch
- (c) business opportunity
- (d) motel/hotel
- (e) mobile home parks

(f) commercial income

(g) industrial

(h) investment

(i) office space

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

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

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

Section 1.1—Filings Subject to Rules and Regulations of the ACAR CIE: Any property information to be filed with the ACAR CIE is subject to the Rules and Regulations upon filing.

Section 1.2—Detail of Information Filed with the ACAR CIE: Any property information sheet submitted to the ACAR CIE should include a description of the type of property and the price, or a description of the property sought, or any pertinent information as determined by the ACAR CIE.

Section 1.3—Change of Status: Any change in price or other change in the terms of the information originally filed shall be submitted to the ACAR CIE within seventy-two (72) hours (excepting weekends and holidays).

Section 1.4—Withdrawal of Filing Prior to Termination: Filings may be withdrawn from the ACAR CIE by the filing Participant through the submission of a written withdrawal notice signed by the Participant.

Section 1.5—Specification of Price: The Participant, acting on behalf of a seller or lessor, shall specify the price at which the property is being marketed unless the property is subject to auction.

Section 1.7—Publication of Information: Property information will be published in the ACAR CIE's compilation for the period specified by the filing Participant (not to exceed ninety [90] days) upon payment of the required filing fee. The information will be withdrawn from the compilation on the date specified by the Participant or ninety (90) days after it is first published (whichever comes first) but may be extended for additional periods (not more than ninety [90] days) upon receipt of an extension notice and an additional filing fee from the Participant.

Section 1.8—Filings of Suspended, Expelled, or Resigned Participants: When a Participant is suspended, expelled, or voluntarily resigns from the ACAR CIE, all property information filings submitted by the Participant shall be removed from the compilation of current information by the ACAR CIE.

## **Negotiations**

Section 2—Negotiations: The filing of information with the ACAR CIE by a Participant acting on behalf of a seller or lessor does not, in and of itself, constitute an offer of cooperation. Any Participant, or licensee affiliated with a Participant, wishing to cooperate in the marketing of the property must contact the filing Participant to determine the type of cooperation offered, the compensation offered (if any) to Participants procuring a purchaser or lessee, and the terms and conditions upon which the property being offered may be shown.

Any Participant, or licensee affiliated with a Participant, attempting to locate a property on behalf of a buyer must contact the Participant representing the seller/lessor to determine the terms and conditions of cooperation, the compensation offered (if any), and to arrange showings of prospective properties.

Section 2.1—Presentation of Offers and Counter-offers: A filing Participant acting as the agent of a seller or lessor shall present all offers to the seller or lessor until closing unless precluded by law, government rule, regulation, or unless otherwise agreed in writing between the seller(s) or lessor(s) and filing Participant. Unless a subsequent offer is contingent upon the termination of an existing contract, the filing Participant shall recommend that the seller(s) or lessor(s) obtain the advice of legal counsel prior to accepting a subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

Section 2.2—Right of Participant Producing Offer in Presentation of Offer: The Participant producing the offer or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase, lease, or exchange. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the filing Participant. However, if the seller or lessor gives written instructions to the filing Participant that the Participant producing the offer not be present when an offer the broker secured is presented, the Participant producing the offer has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the filing Participant's right to control the establishment of appointments for such presentations.

Section 2.3—Right of Seller/Lessor Representative in Presentation of Counter-Offer: The Participant representing the seller or lessor, or his representative, has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the Participant representing the seller or lessor not be present when a counter-offer is presented, that broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.4—Reporting Sales: Sales, leases, or exchanges shall be reported to the ACAR CIE by the Participant making the original information filing within seventy-two (72) hours (excluding weekends and holidays) of acceptance of a contract to purchase, lease, or exchange.

**Note:** The written agreement authorizing publication of information on properties for sale, lease, or exchange in the CIE should expressly grant the filing Participant authority to advertise; to file the information with the ACAR CIE; to provide timely notice of status changes to the ACAR CIE; and to provide contract information, including selling or rental price, to the ACAR CIE upon sale of the property. If the ACAR CIE intends to publish contract information including selling or rental price, prior to closing, the agreement should expressly grant the filing Participant the right to authorize dissemination of this information through the ACAR CIE to other Participants and to others who have access, by virtue of their Board membership, to comparables, statistical reports, and other historical data developed or maintained by the ACAR CIE.

Section 2.5—Reporting Cancelled Pending Sales: The Participant making the original filing shall report any cancelled sale, lease, or exchange to the ACAR CIE within seventy-two (72) hours and the property information filing shall be reinstated in the compilation of current information.

## **Prohibitions**

Section 3—Information for Participants Only: Property information published through the ACAR CIE may not be made available to any broker or firm not participating in the ACAR CIE without the prior express consent of the filing Participant.

Section 3.1—“For Sale” Signs: Only the “For Sale” signs of the filing Participant may be placed on the property.

Section 3.2—“Sold” Signs: Prior to closing, only the “Sold” sign of the Participant filing information on a property for sale may be placed on the property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

## **Fees and Charges**

Section 4—Service Fees and Charges: The following service fees and charges are subject to change from time to time in the manner prescribed:

(a) Initial Participation Fee: An applicant for Participation in the ACAR CIE shall pay an initial participation fee of \$0.00 which shall accompany the application. The initial participation fee shall directly approximate the actual start-up costs incurred by the ACAR CIE in initiating service to the office of a new Participant.

(b) Recurring Participation Fee: The recurring participation fee of each Participant shall be in an amount equal to \$100.00 (REALTORS) or \$135.00 (non-REALTORS) per month times each Subscriber licensed (including licensed or certified appraisers) with the Participant or the Participant’s firm who is engaged in the listing, sale, leasing, or appraising of C/I properties.

(c) Economic Development Organization: On an individual basis, the ACAR CIE Committee may approve an Economic Development Organization subscriber. An Economic Development Organization is defined as any individual who, while not engaged in the real estate profession, is recognized as being a governmental, community, or economic development professional; who is engaged in the attraction, retention, assessment or expansion of the economic base of Northeast Ohio; and has interest in obtaining commercial real estate data. The recurring participation fee of each Economic Development Organization subscriber shall be in an amount equal to \$125.00 per month times each individual Subscriber.

(c) For filing information on a property or a renewal, a fee of \$0.00 shall accompany the information when submitted.

(d) Subscription Fees: The Participant may purchase a copy of the compilation of current information for a subscription fee of \$100.00. Additional copies of the compilation may be purchased for Subscribers licensed (including licensed or certified appraisers) with the Participant who are engaged in listing, selling,

leasing, appraising, or locating C/I properties, provided, however, that the total number of extra copies of current information purchased shall not exceed the number of licensees and licensed or certified appraisers affiliated with the Participant's firm who are engaged in commercial/industrial activity.

**Note 1:** Participation in the ACAR CIE is voluntary and submission of information to the ACAR CIE is also on a voluntary basis. The ACAR CIE may not require a Participant to purchase more than one copy of the current property information compilation.

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

### **Compliance with Rules**

Section 5—Compliance with Rules—Authority to Impose Discipline: By becoming and remaining a Participant, Subscriber or Economic Development Organization subscriber in this CIE, each participant and subscriber agrees to be subject to the Rules and Regulations, the EULA and any other ACAR CIE governance provision. The ACAR CIE may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other ACAR CIE governance provisions or the EULA. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at CIE orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of ACAR CIE rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of CIE rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

**Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant, Subscriber or Economic Development Organization subscriber is placed on probation the discipline is held in

abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the ACAR CIE Rules and Regulations, EULA or other ACAR CIE governance provision during the probationary period may, at the discretion of the ACAR Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

Section 5.1—Compliance with Rules: The following action may be taken for noncompliance with the rules:

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

(b) For failure to comply with any other rule, the provisions of Sections 7 and 7.1 shall apply.

Section 5.2—Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the CIE are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of CIE information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users and subscribers affiliated with the Participant.

## **Meetings**

Section 6—Meetings of ACAR CIE Committee: The ACAR CIE Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

Section 6.1—Meetings of Participants: The Committee may call meetings of the Participants in the ACAR CIE.

Section 6.2—Conduct of Meetings: The Chairperson or Vice Chairperson shall preside at all meetings. In their absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.



## **Enforcement of Rules and Disputes**

Section 7—Consideration of Alleged Violations: The CIE Committee shall give consideration to all written complaints alleging violations of the Rules and Regulations.

Section 7.1—Violations of Rules and Regulations: If the alleged offense is a violation of the Rules and Regulations of the ACAR CIE and does not involve a charge of alleged violation of one or more of the provisions of Section 14 of the Rules and Regulations or a request for arbitration, it may administratively be considered and determined by the CIE Committee of the ACAR CIE and if a violation is determined, the CIE Committee may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the Professional Standards Committee of the Board in accordance with the bylaws of the Board of REALTORS®.

If, rather than conducting an administrative review, the CIE Committee has a procedure established to conduct hearings, the decision of the hearing tribunal may be appealed to the Board of Directors of the Board of REALTORS®. Alleged violations of Section 14 of the Rules and Regulations shall be referred to the Board's Grievance Committee for processing in accordance with the professional standards procedures of the Board, except that if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board.

Section 7.2—Complaints of Unethical Conduct: All complaints of alleged unethical conduct shall be referred by the ACAR CIE Committee to the Professional Standards Administrator of the Board of REALTORS® for appropriate action in accordance with the Board's professional standards procedures.

## **Confidentiality of ACAR CIE Information**

Section 8—Confidentiality of ACAR CIE Information: All information provided by the ACAR CIE to Participants shall be considered confidential and is provided exclusively for the use of Participants authorized and qualified to act as agents in the sale, lease, exchange, appraisal, or purchase of property filed with the ACAR CIE and for the use of real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

Section 8.1—ACAR CIE Not Responsible for Information Submitted by Participants: The information published by the ACAR CIE is communicated without change as filed by the Participants. The ACAR CIE does not verify the information provided and disclaims any liability or responsibility for its accuracy or legality. Each Participant agrees to hold the ACAR CIE harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 8.2—ACAR CIE Not Responsible for Participant or Subscriber’s Violation of Law or CIE Vendor’s End Use License Agreement. Participant shall indemnify, protect and save harmless ACAR, its directors, officers, employees and affiliates (the “Indemnified Parties”) against and from any loss, cost, damages, liability, investigations, suits, claims and judgments of every kind and nature (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, consultant and expert fees) arising from or out of the Participant’s or Subscriber’s use or misuse of the ACAR CIE or the Vendor’s Services in violation of applicable law or the EULA.

### **Ownership of ACAR CIE Compilation<sup>2</sup> and Copyright**

Section 9—By submitting property information to the ACAR CIE, the Participant represents that the content is not subject to any restrictive copyright agreement and he has been authorized to license and also thereby does license authority for the ACAR Board to include the property information in its copyrighted ACAR CIE compilation and also in any comparable report, sold report, or other historical or statistical report unless expressly indicated otherwise in writing at the time the information is filed with the ACAR CIE.

By submitting property information to the ACAR CIE, the Participant represents that he has permission to and does grant to ACAR a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, modify, resize, adapt, prepare derivative works of, distribute, perform and display such content for any lawful purpose, and to modify, add to, or strip out the metadata contained within such content.

**Note:** The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
4. Have no actual knowledge of any complained-of infringing activity.
5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512. *(Adopted 11/15)*

Section 9.1—All right, title, and interest in each copy of every ACAR CIE compilation created and copyrighted by the Akron Cleveland Association of REALTORS®, and in the copyrights therein, shall at all times remain vested in the Akron Cleveland Association of REALTORS®.

Section 9.2—Each Participant shall be entitled to lease from the Akron Cleveland Association of REALTORS® sufficient copies of each ACAR CIE compilation sufficient to provide the Participant and each Subscriber affiliated with the Participant (including licensed or certified appraisers) engaged in commercial/industrial activity with one copy of such compilation. The Participant shall pay, for each copy requested, the rental fee set by the Board.<sup>3</sup>

Participants shall acquire by such lease only the right to use the ACAR CIE compilation in accordance with these Rules and Regulations and the EULA.

### **Use of Copyrighted ACAR CIE Compilation**

Section 10—Distribution: Participants shall at all times maintain control over, and responsibility for, each of the ACAR CIE compilations leased to them by the Board of

REALTORS®, and shall not distribute the compilation to anyone other than subscribers affiliated with the Participant.

Section 10.1—Display: Participants, and licensees with affiliated Participants, shall be permitted to display the ACAR CIE compilation to prospective sellers, lessors, and purchasers only in conjunction with their ordinary business activities of attempting to market properties or to identify suitable properties for buyers or lessees.

Section 10.2—Reproduction: Participants or their affiliated licensees shall not reproduce any ACAR CIE compilation or any portion thereof, except in the following limited circumstances.

Participants and their affiliated licensees may reproduce from the ACAR CIE compilation, and distribute to prospective sellers, lessors, and purchasers, a reasonable<sup>5</sup> number of single copies of property information contained in the ACAR CIE compilation.

Nothing contained herein shall be construed to preclude any participant from utilizing, displaying, distributing, or reproducing property information sheets or other compilations of data pertaining exclusively to properties submitted to the ACAR CIE by the participant.

Any information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current property information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any ACAR CIE content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. The ACAR CIE must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. ACAR CIEs may require execution of a third-party license agreement where deemed appropriate by the ACAR CIE. The ACAR CIE may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the ACAR CIE in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

### **Use of ACAR CIE Information**

Section 11—Limitations on Use of ACAR CIE Information: Use of information from the compilation of current property information, from the statistical report, or from any sold or comparable report of the Board or ACAR CIE for public mass media advertising by a Participant or in other public representations, may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Board or the ACAR CIE must clearly demonstrate the period of time over which claims are based and must include the following, or substantially similar, notice:

Based on information from the Akron Cleveland Association of REALTORS® for the period (date) through (date).

### **Changes in Rules and Regulations**

Section 12—Changes in Rules and Regulations: Amendments to the Rules and Regulations of the ACAR CIE shall be by a majority vote of the Members of the CIE Committee, subject to approval by the Board of Directors of the Akron Cleveland Association of REALTORS®.

### **Arbitration of Disputes<sup>6</sup>**

Section 13—Arbitration of Disputes: By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with ACAR CIE Participants in different firms arising out of their relationships as ACAR CIE Participants subject to the following qualifications:

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

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

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National

Association of REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of REALTORS®.

**Awards:** The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator or Executive Officer to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the CIE rules and may subject the participant to disciplinary action at the sole discretion of the CIE.

## **Standards of Conduct for ACAR CIE Participants**

Section 14 – Standards of Conduct for ACAR CIE Participants:

Section 14.1—The services which CIE participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

CIE participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

## **Orientation**

Section 15—Orientation: Any applicant for ACAR CIE Participation and any licensee affiliated with an ACAR CIE Participant who has access to and use of ACAR CIE-generated information shall complete an orientation program of no more than twelve (12) classroom hours devoted to the ACAR CIE Rules and Regulations and computer training related to ACAR CIE information entry and retrieval.

Participants and subscribers may be required, at the discretion of the CIE, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the ACAR CIE to familiarize participants and subscribers with system changes or enhancements and/or changes to ACAR CIE rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely.

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<sup>1</sup>*Optional qualifications which may be adopted at the local Board's discretion: Any applicant for CIE Participation and any licensee affiliated with a CIE Participant who has access to and use of the CIE-generated information shall complete an orientation program of no more than twelve (12) classroom hours devoted to the CIE Rules and Regulations and computer training related to CIE information entry and retrieval. (Amended 11/96)*

*Boards are not required to establish prerequisites for CIE participation beyond holding REALTOR® (principal) membership in a Board. However, if the Board wishes to establish prerequisites for CIE participation or access to the CIE-generated information, the requirement of attendance at an orientation program is the most rigorous prerequisite that may be required. (Amended 2/94)*

<sup>2</sup>*The term "ACAR CIE compilation," as used in Sections 10 and 11 herein, shall be construed to include any format in which property data is collected and disseminated to the Participants, including, but not limited to, bound book, loose-leaf binder, computer database, card file, or any other format whatever.*

<sup>3</sup>*This section should not be construed to require the Participant to lease more than one copy of the ACAR CIE compilation. The Participant retains the right to determine how many copies he will purchase for his firm, but may not purchase or lease more copies of the current information than the number of Subscribers (including licensed or certified appraisers) affiliated with his firm who are engaged in commercial/industrial activity.*

<sup>4</sup>*It is intended that the Participant be permitted to provide buyers or lessees with information relating to properties which the buyer or lessee has an interest in, or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property information intended to facilitate the decision-making process in the consideration of a purchase, lease, or ACAR CIE. Factors which shall be considered in deciding whether the reproductions are reasonable in number, shall include, but are not limited to, the total number of filings in the compilation; how closely the filings reproduced relate to the purchaser(s) or lessee(s) expressed desires and ability to purchase or lease; whether the reproductions were made on a selective basis; and whether the type of properties are consistent with a normal itinerary of properties which would be shown to the prospective purchaser or lessee.*

<sup>5</sup>*It is intended that the Participant be permitted to provide buyers or lessees with information relating to properties which the buyer or lessee has an interest in, or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property information intended to facilitate the decision-making process in the consideration of a purchase, lease, or ACAR CIE. Factors which shall be considered in deciding whether the reproductions are reasonable in number, shall include, but are not limited to, the total number of filings in the compilation; how closely the filings reproduced relate to the*

*purchaser(s) or lessee(s) expressed desires and ability to purchase or lease; whether the reproductions were made on a selective basis; and whether the type of properties are consistent with a normal itinerary of properties which would be shown to the prospective purchaser or lessee.*

*°Only adopt Section 13 if the association's MLS is open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere). If adopted, this section may not be modified.*