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The Boards and Associations of REALTORS® and regional multiple listing services who have separately signed this California Master Reciprocal and Inter-regional Agreement (hereinafter collectively referred to as “signatories” or “PARTIES”) hereby agree as follows:

1. **RECITALS.** This agreement is entered into with reference to the following facts:
 - 1.1. Boards and Associations of REALTORS® have entered into various agreements and have formed regional MLS corporations for the purpose of expanding benefits to their members, MLS participants and subscribers by allowing broader access to the various multiple listing services in return for similar benefits for their respective members, MLS participants and subscribers.
 - 1.2. The various Boards and Associations and regional multiple listing services wish to enhance the efficiency of the respective multiple listing services and to enhance the data base of all the respective multiple listing services to increase the likelihood that all listings on the properties from a given jurisdiction are placed in the publication or database covering that jurisdiction.
 - 1.3. The PARTIES wish to increase service and benefits to their participants and subscribers and to the participants and subscribers of the shareholders or members of the respective regional Multiple Listing Services or Boards or Associations of REALTORS® by allowing the participants and subscribers of the respective MLSs access to each other’s Multiple Listing Service pursuant to the terms of this agreement.

2. **DEFINITIONS.**
 - 2.1. **Appraiser Participant** - An individual who holds a valid California appraisers certification or license who is currently classified by an MLS as a participant under its MLS Rules.
 - 2.2. **Appraiser Subscriber** – A California licensed or certified appraiser who is employed by or affiliated with a participant and is classified by an MLS as a subscriber under its rules.
 - 2.3. **Association** – A Board or Association of REALTORS® which is a member of the CALIFORNIA ASSOCIATION OF REALTORS® and the NATIONAL ASSOCIATION OF REALTORS® and which is either a) a party to this agreement or b) a shareholder or member of a Regional MLS corporation which is a party to this agreement.
 - 2.4. **Broker Participant** – A real estate broker licensed under California law who is currently classified by an MLS as a participant under its rules.
 - 2.5. **Comp Book** – The sales and statistics information owned and compiled by the Association or the MLS and distributed as a separate publication to Association members and/or MLS participants and subscribers.
 - 2.6. **Executive Officer** – The senior staff person of a Association or the elected secretary if there is no senior staff person.
 - 2.7. **Jurisdiction** – The primary geographic area served by an MLS which coincides with the territorial jurisdiction assigned by the NATIONAL ASSOCIATION OF REALTORS® to the Association.

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- 2.8 **Home MLS** – The MLS to which a participant or subscriber belongs and has full rights as a participant or subscriber, respectively.
- 2.9 **MLS** – A Multiple Listing Service operated by (a) a signatory Board or Association of REALTORS® (as either a committee or a wholly owned MLS subsidiary corporation) or (b) by a shareholder Board or Association of REALTORS® of a signatory Regional MLS or (c) by a member Board of Association of REALTORS® of a signatory Regional MLS or (d) by a signatory Regional MLS.
- 2.10 **MLS Book** – The compilation of current listings owned by an MLS and distributed as a MLS publication to MLS participants and subscribers.
- 2.11 **MLS Database** – The compilation of current listings of an MLS maintained as an electronic database and made available to MLS participants and subscribers.
- 2.12 **MLS Restricted Database** – The compilation of certain sales and statistics information, MLS enhancements and other non-essential programs owned, compiled or licensed by the Association or the MLS maintained as an electronic database or format and made available to Association members and/or MLS participants.
- 2.13 **MLS Rules** – The rules, as from time to time amended, under which each respective MLS operates.
- 2.14 **Out of Area Listing** – A listing on a property located out of the jurisdiction of the participant's or subscriber's home MLS or regional MLS to which the participant or subscriber has access.
- 2.15 **Participant** – A person who is classified by an MLS as a participant under its rules. Rights conferred upon a participant by his or her home MLS may be referred to as "participant rights."
- 2.16 **R.E. Subscriber** – A California real estate licensee or broker who is licensed to a participant and is classified by an MLS as a subscriber under its rules.
- 2.17 **Reciprocal Listing** – A listing submitted to an MLS by a person who is not a participant or subscriber of that MLS, but is entitled to submit the listing pursuant to this agreement.
- 2.18 **Reciprocating MLS** – The MLS that receives and publishes a reciprocal listing from a participant or subscriber of another signatory MLS.
- 2.19 **Regional MLS** – A regional multiple listing service signatory to this contract which is wholly owned by Boards and Associations of REALTORS® are members.
- 2.20 **Regional Service Area** – The combined jurisdiction of all the shareholder Associations of REALTORS® or member Associations of a regional MLS.
- 2.21 **Subscriber** – A California real estate licensee or broker who is licensed to a participant ("r.e. subscriber") or an appraiser who is employed by or affiliated with a participant and is classified by an MLS as a subscriber under its rules.

3. PURPOSE.

- 3.1 The purpose of this agreement is to allow the participants and subscribers of the respective MLSs enhanced access to each other's MLSs while still

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retaining separate MLSs. The further purpose of this agreement is to enhance the Association services of the members of the respective Associations signatory to this agreement or to the Associations which benefit through expanded benefits to their regional MLS.

3.2 The further purpose of this agreement is to provide a means by which authorized MLS broker participants establish legal relationships with other participants by making a blanket unilateral contractual offer of compensation and cooperation to other broker participants; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals and other valuations of real property; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the participants so that they may better serve their clients and the public.

4. **LEVELS OF SERVICE AND ACCESS.** The provisions of this agreement apply to all levels unless specified as pertaining to a particular level.

4.1. **Level I.** Broker participants and r.e subscribers (through their broker participants) of MLSs electing Level I access are eligible to submit listings to all other Level I signatories and to check out lockboxes for placement on properties located within a Level I signatory's jurisdiction in accordance with the terms of this agreement.

4.2. **Level II.** In addition to Level I access, participants and subscribers (through their participants) of MLSs shall be eligible to purchase MLS books and comp books of other Level II signatories in accordance with local Association procedures in accordance with the terms of this agreement. Level LB may be selected in addition to any of the other levels.

5. ACCESS BY PARTICIPANTS AND SUBSCRIBERS

Any participant or subscriber (through their participant) of an MLS covered by this agreement shall be eligible to have access to the level of access described pursuant to the terms of this agreement. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service access or Participation unless they hold a current, valid California real estate broker's license and are capable of offering and accepting compensation as a real estate broker or have a current, valid California appraisers certification or license.

6. PLACE OF SUBMITTING LISTINGS AND INPUT PROCEDURES.

6.1 Each broker participant of an MLS may place listings into any other MLS by submitting the following directly to the reciprocating MLS:

6.1.1 A completed form of the reciprocating MLS or, once it becomes available, the statewide standard reciprocal listing form; and

6.1.2 The reciprocal fee designated by the reciprocating MLS receiving the listing pursuant to schedule A.

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6.2. Broker participants and r.e. subscribers must submit changes, withdrawals, extensions, and reporting of sales directly to the reciprocating MLS in accordance with the reciprocating MLS rules on the reciprocating MLS forms, if available, the statewide form for this purpose.

7. **BROKER INPUT OF LISTING.** (LEVEL III) In addition to the methods provided in paragraph 6, Level III broker participants may submit listings as follows:

7.1. Pursuant to Section 12, broker participants may submit listings into any Level III MLS by directly inputting the listing into the database servicing the local jurisdiction in which the property subject to the listing is located and by remitting the appropriate fees to the MLS receiving and publishing the listing.

7.2. Broker participants and r.e. subscribers must input changes, withdrawals, extensions and reporting of sales directly into the reciprocating MLS in accordance with the reciprocating MLS rules.

8. **PLACE OF PUBLICATION OF LISTINGS.**

8.1. **Reciprocating MLS** – Each MLS receiving a listing pursuant to paragraph 6.1 shall place and publish it in their electronic database and MLS book so that listings will be in the electronic database and published in the book that covers the jurisdiction in which the property subject to the listing is located. An MLS receiving listings for properties outside its jurisdiction is not obligated to accept or publish such listings or place it in its MLS database.

8.2. **Out of Area Listings** – Publication of the listing in the appropriate jurisdiction shall not preclude any home MLS, at its option, from also publishing the listing in an out-of-area section of its MLS publication.

9. **CARAVAN.**

Broker participants and r.e. subscribers shall have the right to have listings that have been submitted to the reciprocating MLS put on caravan (including broker's tours, etc.) in accordance with the policies and procedures applicable to the reciprocating MLS's own participants. Participants and subscribers may view listings on caravan provided the participants and subscribers comply with the caravan policies and procedures of the applicable Association or MLS.

10. **LOCKBOXES.**

10.1. **Lockbox** – A broker participant or r.e. subscriber submitting a listing may obtain a lockbox from the applicable MLS office for use on that property by strictly complying with the procedures and rules set up by the applicable MLS and payment of the applicable deposit.

10.2. **(LEVEL LB ONLY) Key** – A broker participant or r.e. subscriber of Level LB signatories as provided in paragraph 4.4 may obtain a lockbox key or programmer from the applicable MLS office for temporary use for showing property in the area by strictly complying with the procedures and rules set up by the applicable MLS and payment of the applicable deposit.

11. **MLS BOOKS AND COMP BOOKS. (LEVEL II)**
 - 11.1. **Participant and Subscriber Purchase** – Participants and subscribers of Level II signatories may order copies of MLS books, hot sheets and other materials from any other Level II signatories if such books are available. Each MLS may charge the prices specified in Schedule A as amended from time to time.
 - 11.2. **Display** – An Association may, but is not required to, allow participants, subscribers or members of a Association to view any MLS or comp book on premises.
 - 11.3. **Comp Books/Association Service** – Each Association may determine its own policy on whether comp books are a service of the Association or an MLS service/product. However, if comp books are a service of the Association, they must be made available to all REALTOR-ASSOCIATE® members of Level II signatories.

12. **COMPUTER ACCESS. (LEVEL III)**
 - 12.1. **Association Access** – Each Level III Association may access the MLS database of every other Level III Association without the payment of fees. However, no Association or MLS may allow access to unauthorized persons and shall not make access to the data or give the data to any entity or persons other than specifically authorized by this agreement.
 - 12.2. **Security System** – Each Association and MLS shall set up a system to monitor security to the system by pass code exchange, separate gate or other mutually acceptable mechanism to assure that only authorized participants and subscribers may access the system. The signatories to this contract may, as part of that arrangement, pass costs affiliated with such access to the MLS Participants or subscribers. Such a system may include an annual pass code fee, software costs, or other mutually acceptable arrangement. Any such agreement shall be put in writing. Any fees to be charged to the other Level III participants or subscribers shall be added to Schedule A and sent to C.A.R. in writing to be effective seven (7) calendar days after publication through CARNET.
 - 12.3. **Participant and Subscriber Access** – Participants and subscribers of an MLS may directly access the MLS database of any other Level III MLS without the payment of fees to the other MLS or Regional MLS except as provided in Schedule A.
 - 12.4. **Restricted Database** – Each REALTOR® or REALTOR-ASSOCIATE® member of any Association may have direct access to the restricted database if a service of the Association or is included in MLS service/product fees.
 - 12.5. **Limits on Authority** – No Association or MLS or party is authorized to sell, transmit, retransmit or give access to any other Association's or party's MLS database or MLS restricted database to persons other than its own MLS participants or subscribers except as specifically authorized in this agreement.

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13. **FEES.** Each signatory shall attach a list of the applicable fees as Schedule A and shall notify the CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R) in writing of any change in the fees. The price changes shall become effective as to the participants and subscribers of other signatories seven (7) calendar days after publication by C.A.R. through CARNET or BOARDNET.
 - 13.1. Each MLS shall set its own fee schedule for reciprocal fees it charges participants and subscribers.
 - 13.2. Each MLS shall determine the fees it charges its own participants and subscribers.
 - 13.3. Each MLS shall determine the prices at which it sells MLS books, comp books and supplies. (LEVEL II).
 - 13.4. Each MLS shall determine the deposit and fees for lockbox key checkout, lease or sale privileges. (LEVEL LB)

14. **CHANGE OF LEVEL.** Any signatory may change the level to which it agrees by giving written notice to C.A.R. Such change will become effective upon publication through CARNET, if the level is higher or, if the level is reduced, upon seven (7) days after publication through CARNET.

15. **ENFORCEMENT OF MLS RULES.**
 - 15.1. **Home MLS Rules** – Participants and subscribers shall be governed by the MLS Rules and Regulations of their home MLS except that participants and subscribers shall also be governed by the rules under which the listing is published or to which they have access in conjunction with such access if other than the participant or subscriber's home MLS.
 - 15.2. **Copies of MLS Rules** – Copies of the MLS rules of any Association MLS shall be made available by the home MLS to its participants and subscribers upon request.
 - 15.3. **Minimum Rules** – Each Association and MLS agrees that it will not adopt MLS rules which are less strict than Sections 4, 8, 11, 12 and 13 of the California Model MLS Rules, as from time to time amended. Each Association and MLS agrees to enforce the applicable rules against its own participants and subscribers.
 - 15.4. **Arbitration Between Participants and Subscribers** – The MLS Rules of each MLS shall provide for arbitration between participants and/or subscribers as provided in the *California Model MLS Rules*, as from time to time amended by the CALIFORNIA ASSOCIATION OF REALTORS®, and require MLS participants and/or subscribers of the MLSs under this agreement. Such arbitrations shall be governed by the *California Code of Ethics and Arbitration Manual*, as from time to time amended, which are hereby incorporated by reference.
 - 15.5. **Reciprocating MLS Rules** – In the event a participant submitting reciprocal listings is found to be in violation of the MLS rules of a reciprocating MLS, the reciprocating MLS may impose discipline upon the violating participant under its rules including, but not limited to, the termination of all rights to submit reciprocal listings, purchase MLS and comp books, lockbox key privileges and access the MLS database. The

MLS imposing the discipline shall notify the participant's home MLS of the action.

- 15.6 **Suspension for Rules Violation** – In the event a participant or subscriber is suspended from his home MLS for violation of the MLS Rules, the home MLS will notify any and all reciprocating MLSs, but the listings of that participant will remain in any reciprocating MLSs' books and database but will not be allowed to be renewed or extended.
- 15.7 **Suspension for Nonpayment** – In the event a participant or subscriber is suspended for non-payment of fees or resigns from his home MLS, the home MLS will notify any and all reciprocating MLSs, which will remove all reciprocal listings of that participant or subscriber from its MLS books and database.

16. COPYRIGHTS.

All right, title, and interest in each copy of every MLS compilation created and copyrighted by that MLS's respective Association(s) or regional MLS, and in the copyrights therein, shall at all times remain vested in such Association(s) or regional MLS. This agreement does not vest any rights, title and interest in the MLS compilation of each respective party to this agreement in any other party to his agreement.

17. RELATIONSHIP OF THE PARTIES.

By this Agreement the parties have established rights and obligations between one another, and are neither partners nor joint ventures. Each Association and corporation is responsible for its own finances and each party shall continue to operate its MLS independently, except as herein expressly provided to the contrary. As a convenience to the parties to this agreement and to its members, the CALIFORNIA ASSOCIATION OF REALTORS® is the place where changes and signature pages will be kept on file. Where C.A.R. is designated as the entity to receive and publish notice or changes, such provisions shall be effective only as long as C.A.R. is willing to provide such service. Where the term "CARNET" is used, it shall mean the electronic method of transmission between Associations then being offered by C.A.R. In the event that C.A.R. no longer provides the services outlined in this paragraph, the parties may designate an alternative central place of notification by mutual agreement. However, C.A.R. is not a party, partner nor joint venture to any of the signatories of this contract.

18. LIMITED AUTHORITY AND INDEMNITY.

Each Association and Regional MLS agrees not to represent itself as having authority to act or contract on behalf of the other Associations or Regional MLS without express authority pursuant to the terms of this agreement. Each Association and Regional MLS agrees to indemnify and hold each other Association and Regional MLS harmless for any damages resulting from such unauthorized conduct.

19. TERM AND TERMINATION OF AGREEMENT.

This agreement shall continue unless cancelled pursuant to this paragraph. Any party may cancel this Agreement without cause upon thirty (30) days advance written notice to all other parties and to C.A.R. or upon written notice to C.A.R. which shall become effective thirty (30) days after publication through CARNET. If one party cancels this

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Agreement, the remaining parties shall continue to be bound under the terms of this agreement.

20. N.A.R. POLICY.

Parties to this agreement agree to maintain their governing documents in compliance with N.A.R. policy. Proof of compliance with N.A.R. policy shall be provided to any Association upon demand. A letter from N.A.R. stating compliance with their policy shall be sufficient proof under this section.

21. CONSTRUCTION OF CONTRACT.

If any provision or provisions of this contract are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This agreement may be executed two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is an agreement with all other entities that have signed the CALIFORNIA MASTER RECIPROCAL AND INTER-REGIONAL MLS AGREEMENT and have submitted the signatory page to the CALIFORNIA ASSOCIATION OF REALTORS®.

22. ARBITRATION.

Any controversy or claim between signatories to this Agreement arising out or relating to this Agreement or the breach thereof, shall be first submitted to mediation. If the matter is unable to be settled by mediation, such controversy or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the award rendered by the Arbitrator(s) shall be binding and final. Arbitration between participants and subscribers of an MLS are governed by paragraph 15.4.

23. AUTHORITY.

The Boards of Directors of the respective parties have approved this agreement and those signing below have the authority and are signing for on behalf of the respective parties.

24. AMENDMENT

This agreement may be amended by the Board of Directors of the California Association of REALTORS® and will become effective 60 days after adoption of the amendment by the C.A.R. Directors. Notice of such amendments will be given through C.A.R.'s usual communication channels to Boards/Associations. Each signatory agrees to be bound by the amendment unless they otherwise terminate the contract pursuant to paragraph 19.

25. EFFECTIVE DATE.

This Agreement is effective as the date specified by the signature and shall continue until terminated.

