

# TRIAD COMMERCIAL INFORMATION EXCHANGE RULES AND REGULATIONS

Greensboro Regional REALTORS® Association, Inc.  
High Point Regional Association of REALTORS®, Inc.  
Winston-Salem Regional Association of REALTORS®, Inc.

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**MEMBERSHIP IN THE TRIAD COMMERCIAL INFORMATION EXCHANGE:** Any REALTORS® (principal) of this or any association or any firm comprised of REALTORS® of this or any other association is eligible to participate in the Exchange upon agreeing in writing to conform to these Exchange Rules and Regulations and to pay the service fees and charges as specified in Section 4 of these rules. However, no individual or firm, regardless of Board membership status, is eligible for 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 other than principals are not "Members" or "Participants" of the Exchange but have access to and use the Exchange through the Participant with whom they are affiliated. None of the foregoing is intended to preclude a 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. The Triad CIE is a group of practitioners in the REALTORS® Commercial Alliance at the Greensboro Regional REALTORS® Association, Inc., High Point Regional Association of REALTORS®, Inc., and the Winston-Salem Regional Association of REALTORS®, Inc.

Any applicant for CIE Participation and any licensee affiliated with a CIE Participant who desires access to the CIE-generated information shall complete an orientation program devoted to the CIE Rules and Regulations and computer training related to CIE information entry and retrieval.

**SERVICE AREA:** The service area shall be that geographical area of North Carolina comprised of the following twelve (12) counties: Alamance County, Caswell County, Davidson County, Davie county, Forsyth County, Guilford County, Montgomery County, Rockingham County, Randolph County, Stokes county, Surry County, and Yadkin County.

**RESPONSIBILITY FOR CONFORMANCE WITH RULES AND REGULATIONS:** The Exchange Participant is responsible to the Exchange for compliance with the Rules and Regulations by all of the firm's licensees (including licensed or certified appraisers) who have access to and use the CIE.

**ACCESS TO CURRENT PROPERTY INFORMATION:** Only Participants and their affiliated licensees (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 Exchange is not a Multiple Listing Service, and no offers of compensation to subagents, buyer agents, or both can be extended through the

Exchange it is not essential that a Participant retained by a property owner to market the property have an exclusive right to sell or exclusive agency. Other forms of agreement through which the Participant agrees to provide certain marketing service may be the basis for authorizing the submission of property information to the Exchange, except that no oral agreements are permitted as required by NC Real Estate Commission. Where the Participant is acting on behalf of the buyer, the Participant may submit information describing the type of property sought to the 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 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 located within the territorial jurisdiction of the Association of REALTORS® may be submitted by Participants to the Commercial Information Exchange.

While the Commercial Information Exchange 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 Exchange shall require use of a standardized property information sheet to submit information on properties for sale, lease or exchange to the CIE. The Commercial Information Exchange 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 CIE.

The Exchange 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 Exchange 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 FILING SUBJECT TO RULES AND REGULATIONS OF THE EXCHANGE:** Any property information to be filed with the CIE is subject to the Rules and Regulations upon filing.

**Section 1.2 DETAIL OF INFORMATION FILED WITH THE EXCHANGE:** Any property information submitted to the Exchange 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 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 Exchange within five business days.

**Section 1.4 WITHDRAWAL OF FILING PRIOR TO TERMINATION:** Filings may be withdrawn from the Exchange by the filing Participant.

**Section 1.5 SPECIFICATION OF PRICE:** The Participant, acting on behalf of a seller or lessor, must specify the price at which the property is being marketed unless the property is subject to auction.

**Section 1.6 MULTIPLE UNIT PROPERTIES:** Any property, which is to be sold, leased or

exchanged, or which may be marketed separately shall be submitted to the Exchange. When any part of a filed property has been sold, leased or exchanged the Exchange shall be notified within thirty calendar days.

**Section 1.7 FILING OF SUSPENDED, EXPELLED OR RESIGNED PARTICIPANTS:** When a Participant is suspended, expelled or voluntarily resigns from the Exchange, all property information filings submitted by Participants shall be removed from the compilation of current information by the Exchange.

## **NEGOTIATIONS**

**Section 2. NEGOTIATIONS:** The filing of information with the Exchange by a Participant acting on behalf of a seller or lessor does not, in and of itself, constitute an offer of cooperation and compensation to subagents, buyer agents, or both. 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:** A filing Participant acting as the agent of the 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 the 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 acceptance of the subsequent offer. Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommended 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.  
(Amended 4/92)

**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.  
(Adopted 11/93)

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

**Section 2.6 - REPORTING SALES:** Sales, leases or exchanges shall be reported to the CIE by the Participant making the original information filing within thirty calendar days following the closing 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 file the information with the Exchange; to provide timely notice of status changes to the Exchange; and to provide contract information, including selling price or rental price, to the Exchange upon sale of the property. If the 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 CIE to other Participants and to others who have access, by virtue of their Association membership, to comparable, statistical reports, and other historical data developed or maintained by the Exchange.

**Section 2.7 - AVAILABILITY OF LISTED PROPERTY:** Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

## **PROPERTY INFORMATION/SIGNAGE**

**Section 3. INFORMATION FOR PARTICIPANTS ONLY:** Property information published through the Exchange may not be made available to any Broker or Firm not participating in the Exchange without the prior express consent of the filing Participant.

**Section 3.1 "FOR SALE/LEASE/RENT" SIGNS:** Only the "For Sale/For Lease/For Rent" 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.

## **COMPLIANCE WITH RULES**

**Section 4. COMPLIANCE WITH RULES:** For failure to comply with any other rule or regulation, the provisions of Section 6 and 6.1 shall apply.

**Section 4.1 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 5. MEETINGS OF COMMERCIAL INFORMATION EXCHANGE COMMITTEE:** The Exchange Committee shall meet for the transaction of its business at a time and place to be determined by the Exchange or at the call of the Chairperson. The Chairperson shall rotate annually between the three participating associations.

**Section 5.1 MEETINGS OF PARTICIPATES:** The Exchange Committee may call meetings of the Participants in the Exchange.

**Section 5.2 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 6. CONSIDERATION OF ALLEGED VIOLATIONS:** The CIE shall give consideration to all written complaints alleging violations of the Rules and Regulations.

**Section 6.1 VIOLATION OF RULES AND REGULATIONS:** If the alleged offense is a violation of the Rules and Regulations of the Exchange and does not involve a charge of alleged unethical conduct or a request for arbitration, it may be administratively considered and determined by the Triad CIE Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the proposed recipient of such sanction is entitled to have the alleged violation considered at a hearing by the Professional Standards Committee of members each Association.

**Section 6.2 COMPLAINTS OF UNETHICAL CONDUCT:** All complaints of unethical conduct shall be referred by the Triad CIE Committee to the Executive Officer of the Association of REALTORS® for appropriate action in accordance with the Association's professional standards procedures.

## CONFIDENTIALITY OF EXCHANGE INFORMATION

**Section 7. CONFIDENTIALITY OF EXCHANGE INFORMATION:** All information provided by the CIE to the 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 Exchange 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 or real property and licensed or certified appraisers affiliated with such Participants.

**Section 7.1 EXCHANGE NOT RESPONSIBLE FOR INFORMATION SUBMITTED BY PARTICIPANTS:** The information published by the Exchange is communicated without change as filed by the Participants. The Exchange does not verify the information provided and disclaims any liability or responsibility for its accuracy. Each Participant agrees to hold the Exchange harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

**Section 7.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Association Participants who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the Triad CIE, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the Triad CIE including "comparable" information, "sold" information and statistical reports. This information is provided for the exclusive use of Association Participants and individuals affiliated with Association Participants who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in the Triad CIE Rules and Regulations. Association Participants who receive such information, either as an Association service or through the Association's Triad CIE, are subject to the applicable provisions of the Triad CIE Rules and Regulations whether they participate in the Triad CIE or not. Any Association member wishing to obtain such information must agree to abide by the applicable Triad CIE Rules and Regulations regarding use of the information and must agree to pay the costs incidental to receiving the information.

## **OWNERSHIP OF EXCHANGE COMPILATIONS AND COPYRIGHTS**

**Section 8.** By submitting property information to the CIE, the Participant represents that he has been authorized to grant and also thereby does grant authority for the Association to include the property information in its copyrighted Exchange 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 Exchange.

**Section 8.1** All right, title, and interest in each copy of every Exchange compilation created and copyrighted by the Triad CIE and in the copyrights therein, shall at all times remain vested in the Triad CIE.

\*The term Exchange compilation, as used in Sections 9 and 10 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants.

## **USE OF COPYRIGHTED EXCHANGE COMPILATIONS**

**Section 9. DISTRIBUTION:** Principal Participants shall at all times maintain control over, and have responsibility for, each of the Exchange compilations leased to them by the Triad CIE and shall not distribute the compilation to anyone other than participants affiliated with the Principal Participant.

**Section 9.1 DISPLAY:** Participants, and licensees with affiliated Participants, shall be permitted to display the Exchange 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 9.2** - Each Participant shall be entitled to lease from the Greensboro, High Point, or Winston Salem Board of REALTORS® sufficient copies of each Exchange compilation sufficient to provide the Participant and each licensee 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.\*\*

Participants shall acquire by such lease only the right to use the Exchange compilation in accordance with these rules.

**Section 9.3 - REPRODUCTION:** Participants or their affiliated licensees shall not reproduce any Exchange compilation or any portion thereof except in the following circumstances:

Participants and their affiliated licensees may reproduce from the Exchange compilation, and distribute to prospective sellers, lessors and purchasers, a reasonable\* number of single copies or property information contained in the Exchange 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 Exchange 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 who is authorized to have access to such information. Such information may not be transmitted, re-transmitted 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, "comparable", or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that an Association or Association-owned Commercial Information Exchange has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

\*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 exchange. 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 e 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.

## **USE OF EXCHANGE INFORMATION**

**Section 10. LIMITATIONS ON USE OF EXCHANGE INFORMATION:** Use of information from the compilation of current property information, from the "Statistical Report," or from any "sold" or "comparable" report of the Association or Exchange for public mass media advertising by a Participant or in other public representations may not be prohibited.

However, any advertisements or other forms of public representations based in whole or in part on information supplied by the Association or the Exchange must clearly demonstrate the period of time over which claims are based and must include the following notices:

**NOTE:** This representation is based in whole or in part on data supplied by the Triad CIE. Neither the Association nor its Exchange guarantees or is in any way responsible for its accuracy. Data maintained by the Association or its Exchange may not reflect all real estate activity in the market."

**Section 10.1 KARNES REPORT TRIAD:** Participants/subscribers will not resell or redistribute the AKarnes Report Triad@ in its entirety without the expressed written consent by a managing member of Karnes. Participants/subscribers may source information provided in the AKarnes Report Triad@ for presentations, client meetings, discussions with the media, meetings, etc., provided adequate sourcing is provided to Karnes and the TriadCPE (Triad CIE). Participants/subscribers shall not provide in its entirety the AKarnes Report Triad@ to any media organization, non-Triad CIE User or organization, or any government agency without the expressed written consent of a managing member of Karnes.

## **CHANGES IN RULES AND REGULATIONS**

**Section 11. CHANGES IN RULES AND REGULATIONS:** Amendments to the Rules and Regulations of the Exchange by a majority vote of the Commercial Information Exchange Committee subject to approval by the Board of Directors of the High Point Regional Association of REALTORS<sup>®</sup>, Inc., Winston-Salem Regional Association of REALTORS<sup>®</sup>, Inc., and the Greensboro Regional REALTORS<sup>®</sup> Association, Inc.

NAR Approved March 2007