

**PROFESSIONALISM IN
REAL ESTATE PRACTICE
2019**

This publication is based upon the
Code of Ethics, Standards of Practice,
and Case Interpretations in effect
January 1, 2019.

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Preface

The Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® is universally recognized by lawyers and laymen alike as the measure of professionalism in real estate. It does not describe the lowest common denominator of permissible performance as do the licensing laws of several states. Rather, it describes the optimum performance the public has the right to expect and makes that performance the norm for REALTORS®.

But, as the real estate marketplace is a dynamic, demanding environment, so the Code is, has been, and will continue to be a demanding and dynamic document; a plan for professionalism in real estate capable of including and accommodating every change, challenge, and controversy which arises.

And, it is precisely because the Code must continue as a meaningful and relevant standard of professional performance that this Manual is especially dedicated to the men and women who have served on the Professional Standards Committee of the National Association with unstinting devotion, as well as the men and women who staff Member Policy which has staff responsibility to the Professional Standards Committee. It is their charge to give early warning of the changes, challenges, and controversies which the Code must confront; it is they who must identify the misapplications and misinterpretations of the Code which, if uncorrected or unnoticed, would discredit and ultimately destroy it.

This Manual reflects the efforts and contributions of the entire staff of Member Policy on behalf of the Professional Standards Committee to meet the REALTOR®'s need for a ready reference synthesis of the Code.

It is in hope of satisfying this need, that this Manual is published.

William D. North
Executive Vice President
December 1984

Introduction

Professionalism in Real Estate Practice is intended to provide REALTORS® and REALTOR-ASSOCIATE®s with a concise explanation of the meaning and intent of each of the Articles of the Code of Ethics and with a brief summary of the Standards of Practice and the official Case Interpretations. Reference is made in each instance to one or more Standards of Practice or Case Interpretations.

It is anticipated that wide use of this Manual will ensure that Members will become increasingly aware of their ethical obligations, and the responsibility of each REALTOR® principal for the acts of all licensees affiliated with the REALTOR®, whether Members or not.

In the back of this Manual is a form which may be used by REALTOR® principals to enable brokers, sales-people, and licensed or certified appraisers affiliated with them to certify that they have reviewed the contents of this Manual.

Always refer to the Standards of Practice and Case Interpretations for comprehensive ethical guidance.

Questions concerning the meaning or application of the Code of Ethics should always be initially directed to your local Board. If your Board is unable to provide the requested information, your request should be sent to your State Association. If the information cannot be obtained from the State Association, then a request may be sent to Member Policy of the Board Policy and Programs Division, NATIONAL ASSOCIATION OF REALTORS®, 430 North Michigan Avenue, Chicago, Illinois 60611-4087. Member Policy has staff responsibility concerning the Code of Ethics and its interpretations. It is essential that any inquiry be in writing, and include copies of all related correspondence with your Board and State Association. Correspondence to the National Association should be copied to the Board and State Association for informational purposes.

Please note that wherever the term REALTOR® is used in this publication, it refers to both REALTORS® and REALTOR-ASSOCIATE®s.

The Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® An Assurance of Public Service and Protection

One of the fundamental objectives of the founders of the NATIONAL ASSOCIATION OF REALTORS® was a Code of Ethics which would be, “. . . as the ten commandments to the real estate fraternity.” When the first Code was approved in 1913 at the Annual Convention in Winnipeg, Canada, a delegate arose to say, “. . . many important things have occurred here today, but none so important as the action we have just taken.”

And thus the Code was born, and it has served since 1913 as a “golden thread” binding REALTORS® together in a common, continuing quest for professionalism through the ethical obligations premised upon moral integrity and competent service to clients and customers, and dedication to the public interest and welfare. The Code has been amended many times to reflect changes in the real estate marketplace, the needs of property owners, and the perceptions and values of society, but its demand for high standards of professional conduct protecting the interests of clients and customers, and safeguarding the rights of consumers of real estate services has not and will never change.

The Code of Ethics was amended at the 1994 Annual Convention to make the aspirational objectives of the former first six Articles an integral part of the Preamble to ensure that the duties and obligations imposed by the Code, through its Articles, are objective, readily understood, and will be interpreted and applied consistently and uniformly nationwide.

The 17 Articles of the Code establish standards of conduct which the REALTOR® must satisfy. These Articles govern the REALTOR®’s conduct in everyday business dealings with clients, customers, and other REALTORS®. Failure to observe these standards can result in disciplinary action.

Aspirational Objectives in the Preamble to the Code of Ethics

- **Becoming and remaining informed.**

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The amount of information a REALTOR® may have can vary at different states of the REALTOR®'s professional life. The REALTOR® should strive to: (1) become informed as rapidly and thoroughly as feasible about laws, proposed legislation, government regulations, public policies, and current market conditions; and (2) seek reliable information on matters that depend, in whole or in part, upon information or knowledge the REALTOR® may provide to clients and customers.

REALTORS® will find it difficult to advise clients and customers properly if they do not know the requirements and limitations imposed by laws impacting upon a property or its owner. REALTORS® must provide accurate information, but must refrain from the unauthorized practice of law. REALTORS® should avoid engaging in activities where they lack sufficient knowledge or when the activity is beyond the scope of their licensure.

An important corollary is to admit any lack of pertinent knowledge and recommend that information be sought from others who are adequately informed. Intelligence and integrity are measured in part by the awareness an individual has as to that which the individual does not know.

REALTORS® cannot be fully informed on all matters at all times, but must always be honest and forthright and should constantly increase their knowledge and expertise consistent with the reasonable expectations of clients and customers.

Only informed REALTORS® can contribute responsibly to public thinking. With so many issues affecting the practice of real estate and the rights of property owners, it is recommended that REALTORS® be informed and contribute responsibly to debate and decision as best they can.

- **Requests for opinions and unsolicited criticism.**

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A REALTOR® is not precluded from responding to a request for an opinion as to other real estate professionals’ business practices in general, or a real estate transaction in particular. If the REALTOR® deems it appropriate to respond, the REALTOR® should provide the opinion with strict professional integrity and courtesy (i.e., provide objective, reliable information in a professional manner). This requires careful language and a thoughtful and analytical approach based on facts. REALTORS® can always refrain from comment if they choose.

Nothing is gained and much may be lost by “sounding off” in public. Uninvited criticism is counterproductive, impairs cooperative efforts, and diminishes the public’s appreciation for the valuable services provided by REALTORS®.

Stress the value and merit of your own work rather than criticizing or making derogatory comments about the efforts of other REALTORS®.

- **Active participation in enforcement of law, regulations, and the Code of Ethics.**

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If the REALTOR® becomes aware of any practice damaging to the public or which may bring discredit upon the real estate profession, the Preamble encourages the REALTOR® to bring such actions to the attention of the State Real Estate Commission.

Such reports should not be prompted by personal whim, preference or spite, but should be a manifestation of respect for the law and the Code of Ethics.

Reports should never be made for the purpose of restraining a competitor who provides new or different services. Any challenge of a competitor’s practice must be based solely upon an unbiased and disinterested analysis of the practice or service itself and whether it damages the public or brings discredit upon the real estate profession.

REALTORS® should be aware that they must arbitrate certain business disputes with other Members rather

than resorting to litigation. However, the obligation to arbitrate does not obviate the obligation to report any potential violations of the law to the governmental agency charged with regulating the practices of brokers and salespeople in the state.

REALTORS® having direct personal knowledge of conduct that may violate the Code of Ethics involving misappropriation of client or customer funds or property, willful discrimination, or fraud resulting in substantial economic harm, should bring such matters to the attention of the appropriate Board or Association of REALTORS®.

• **Exclusive representation of clients.**

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REALTORS® should urge the exclusive listing of property unless contrary to the best interest of the owner. This prevents dissension and misunderstanding and assures better service to the owners and lessors.

The exclusive listing includes both exclusive right to sell and exclusive agency agreements which benefit sellers and lessors since they establish a clear line of responsibility on the part of the seller or lessor and the listing broker. Listing brokers know they will not be paid unless they meet the specific terms and conditions of the listing, but are assured of payment if they do perform. Sellers and lessors know they will incur an obligation to pay only one commission. Sellers and lessors are assured that property will be shown only to bona-fide, pre-qualified prospective buyers or tenants. Such certainties, established by the exclusive listing agreement, minimize dissension and misunderstanding and sellers and lessors are assured of the best efforts of listing brokers and cooperating brokers.

• **Sharing knowledge and experience.**

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This concept encourages a high standard rarely established by business and professional groups. As a general rule, business competitors do not share the lessons of their experience with each other for the benefit of the public. Rather, such experience

is zealously guarded lest it fall into the hands of competitors. But REALTORS[®], although intensely competitive with each other, at the same time cooperate with each other in the best interest of clients and customers. In cooperative transactions, it is desirable that the combined professional abilities and talents, as well as the shared commitment to high standards of conduct, prevail. This cooperation benefits clients and customers.

Programs offered by Boards provide opportunities to share information on public policy, politics, and legislation affecting private ownership of real property and the practice of real estate; technology to improve service and maintain competency; methods of financing real estate transactions; and standards of professional conduct. They also provide opportunities to share information on better methods of selling, buying, leasing, managing, counseling, appraising, developing, and syndicating.

REALTORS[®] should share their knowledge and expertise with other REALTORS[®] for the benefit of their clients and customers.

• **Avoidance of unfair advantage.**

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If disagreements did not arise between Members, there would be little need for ethics or arbitration hearings. REALTORS[®] should strive to minimize the likelihood of disagreements through professional practice, including adherence to the Code of Ethics, understanding and respect for the law, and general competence in all transactions undertaken. A REALTOR[®] cannot guarantee that disagreements will never arise, but should always seek to avoid even the appearance of impropriety.

Perhaps unfair advantage can be best avoided by caring, consideration, and communication. REALTORS[®] who care for the interests of every individual involved in a real estate transaction are not apt to take any unfair advantage. REALTORS[®] who consider all points of view are not likely to take unfair advantage. Good relationships and good results in real estate matters are commensurate with good communication between principals, agents, and cooperating brokers.

The phrase “unfair advantage” is not intended to discourage aggressive competition. Rather, it is intended to discourage, among other things, misrepresentation of law or fact; misleading clients and customers with respect to the competence, honesty, or loyalty of other REALTORS®; resorting to technicalities to justify questionable actions; and attempts to induce a breach of contract. It is not inappropriate to list or sell aggressively, or to work harder and longer than others. Ultimately, unfairness works to the disadvantage of clients and customers since it limits their power of choice; exposes them to possible litigation; and deprives them of the full benefits of an open and cooperative relationship.

Narrative Explanation of Each Article with Synthesis of Related Standards of Practice and Case Interpretations

Article 1

When representing a buyer, seller, landlord, tenant, or other client as an agent, REALTORS® pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve REALTORS® of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant or other party in a non-agency capacity, REALTORS® remain obligated to treat all parties honestly.

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Article 1 establishes a balanced obligation to clients and customers. The *Code of Ethics and Arbitration Manual*, defines “agent,” “client,” and “customer” as:

Agent: a real estate licensee acting in an agency relationship as defined by state law or regulation;

Client: the person(s) or entity(ies) with whom a REALTOR® or a REALTOR®’s firm has an agency or legally recognized non-agency relationship;

Customer: a party to a real estate transaction who receives information, services, or benefits, but has no contractual relationship with the REALTOR® or the REALTOR®’s firm.

By entering into a contractual agreement to act as agents, REALTORS® are both legally and ethically obligated to the client to use their best efforts to accomplish the client’s objective, be it the sale, purchase, or lease of real property, or managing, counseling, syndicating, or other real estate related service. REALTORS® must be completely faithful to the client they have committed to serve. At the same time, a REALTOR® must also be honest with all parties to the transaction. If a REALTOR® is the agent of a seller, the REALTOR® nonetheless must be honest with buyers and cooperating brokers. If the REALTOR® is the agent of a prospective purchaser, the REALTOR® must also be honest with sellers and their agents by making his/her relationship with the buyer clearly known to all. If a REALTOR® leases property as the agent of the owner or landlord, the REALTOR® must be honest with the lessee and any other brokers involved

in the transaction. Even when a REALTOR® is not acting as an agent, the REALTOR® remains obligated to treat all parties honestly. This has particular significance to REALTORS® engaging in appraising, counseling, facilitating, and other activities when a principal-agent relationship is not involved.

Remember that you are obligated under the Code of Ethics even when acting as a principal in a real estate transaction. (Refer to Standard of Practice 1-1)

Regardless of what capacity you are acting in (e.g., facilitator, transaction broker, etc. . . .), you are obligated by the duties established in the Code of Ethics. This is true regardless of whether real estate-related activities and transactions are conducted in person, electronically, or otherwise. (Refer to Standard of Practice 1-2)

Be forthright and honest when advising prospective sellers about the value of their property. (Refer to Standard of Practice 1-3)

When seeking to become a buyer or tenant representative, do not mislead buyers or tenants as to savings or other benefits that might be realized by using your services. (Refer to Standard of Practice 1-4)

REALTORS® may be dual agents but only after full disclosure to and with consent of both parties. (Refer to Standard of Practice 1-5)

Transmit all offers and counter-offers objectively to the seller and landlord as quickly as possible for the owner's decision regardless of who produced the offer. (Refer to Standards of Practice 1-6 and 1-7 and Case Interpretations #1-29 and #1-30)

Upon the written request of a cooperating broker who submits an offer to the listing broker, the listing broker shall provide a written affirmation to the cooperating broker stating that the offer has been submitted to the seller/landlord, or a written notification that the seller/landlord has waived the obligation to have the offer presented (Refer to Standard of Practice 1-7)

REALTORS® as agents or brokers of buyers and tenants are not obligated to continue to show properties to their clients after an offer has been

accepted unless agreed otherwise in writing. (Refer to Standard of Practice 1-8)

Remember that your obligation to preserve confidential information provided by your client continues after the termination of your agency relationship or non-agency relationship recognized by law. Latent material defects are not considered confidential. (Refer to Standard of Practice 1-9)

As a property manager, you must competently manage the property with regard for the rights, safety, and health of those lawfully on the premises. (Refer to Standard of Practice 1-10)

As a property manager, you must exercise due diligence and make reasonable efforts to protect the client's property. (Refer to Standard of Practice 1-11)

When entering into listing contracts, you must advise sellers and landlords of 1) your company policy regarding cooperation and the amount(s) of any compensation, 2) that buyer and tenant agents or brokers may represent the interests of the buyer or tenant even if compensated by you or the seller or landlord, and 3) any potential for you to act as a disclosed dual agent. (Refer to Standard of Practice 1-12)

When entering into buyer/tenant agreements, you must advise potential clients of 1) your company policies regarding cooperation; 2) the amount of compensation to be paid by the client; 3) the potential for additional or offsetting compensation from other brokers, from the seller or landlord, or from other parties; 4) any potential for you to act as a disclosed dual agent, and 5) the possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. (Refer to Standard of Practice 1-13)

When preparing appraisals or other valuations, do not make your fee contingent upon the amount of the approval or valuation. (Refer to Standard of Practice 1-14)

As a listing broker, disclose, with the seller's approval, the existence of offers on the property in response to inquiries from buyers or cooperating brokers. When authorized, disclose whether offers

were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker. (Refer to Standard of Practice 1-15 and Case Interpretation #1-28)

As a listing broker, do not access or use or permit others to access or use, listed or managed property except as authorized by the owner or seller. (Refer to Standard of Practice 1-16)

When acting as the seller's agent, don't suggest an offering price other than the listed price unless instructed by the seller to do so. (Refer to Case Interpretation #1-1)

Inform buyers of pertinent and relevant facts that may affect their decision to purchase. (Refer to Case Interpretation #1-2)

Avoid net listing agreements. They create an unavoidable conflict with the client's best interests. (Refer to Case Interpretation #1-3)

As an agent, the best interests of your client must always come before any contemplated interest you or any member of your firm may have in the property. (Refer to Case Interpretations #1-4, #1-21, and #1-22)

If you are the listing broker or subagent, refrain from suggesting to a buyer that a property is overpriced without the seller's authorization. (Refer to Case Interpretation #1-5)

Even when managing property, submit any offers to purchase received to the owner. (Refer to Case Interpretation #1-6)

Don't leave property unsecured or available for unsupervised inspection, even if vacant, without the knowledge and consent of the seller. (Refer to Case Interpretation #1-7)

Promptly deposit checks received on behalf of clients or inform them of any reason for not doing so. (Refer to Case Interpretation #1-8)

When attempting to list a property, determine whether the property is already listed with another broker. Before taking a second, concurrent listing, advise the client of the potential liability for multiple commissions. (Refer to Case Interpretation #1-9)

Advise your client promptly if you become convinced the client's property is overpriced. (Refer to Case Interpretation #1-10)

Remember that as an agent or subagent of the seller, you are required to submit all offers to the seller for the seller's consideration even after an offer has already been accepted, unless prohibited by state law or unless the listing (Refer to Case Interpretations #1-12 and #1-13)

As a subagent, never condition writing a purchase contract on the buyer's execution of a "pre-listing" agreement. (Refer to Case Interpretation #1-14)

Use your expertise as a real estate professional to advise your clients as to the market value of their homes, even where they claim to know what their properties are worth. (Refer to Case Interpretation #1-15)

Recommend that the client obtain an appraisal if you are unable to advise on the property's market value, either because of your lack of experience or your limited knowledge of the area or of the type of property. (Refer to Case Interpretations #1-16 and #1-22)

Never misuse a prospective client's personal opinion of the property's value to obtain a listing. Base your recommendation for an asking price on a thorough inspection of the property and a systematic review of comparable sales in the area. (Refer to Case Interpretation #1-17)

Recommend that legal advice be sought when in the client's best interest. (Refer to Case Interpretation #1-18)

Be aware of pending or enacted changes in the zoning ordinances that may affect the market value or use of property listed by you. (Refer to Case Interpretation #1-19)

REALTORS® remain bound by the obligations of the Code of Ethics even when dealing among themselves as principals. (Refer to Case Interpretation #1-20)

As an agent, the best interests of your client must always come before any contemplated interest you or any member of your firm may have in the property. (Refer to Case Interpretation #1-21)

Although a listing broker may offer to purchase property listed with him, a listing broker may not step out of his role as an agent and become a principal without the client’s knowledgeable consent. (Refer to Case Interpretation #1-22)

Do not “guarantee savings” unless you can demonstrate them in each and every instance. (Refer to Case Interpretation #1-23)

Do not deceive your client. (Refer to Case Interpretation #1-24)

Remember that latent material defects are not considered confidential under the Code. (Refer to Case Interpretation #1-25)

Your clients’ interests always take precedence over your personal gain or advantage. Don’t put your interest in a brokerage commission ahead of your responsibilities to your client. (Refer to Case Interpretation #1-26)

Decline any appraisal assignment where your employment or your fee is contingent upon the amount of the appraisal. (Refer to Case Interpretation #1-27)

Article 2

REALTORS® shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction. REALTORS® shall not, however, be obligated to discover latent defects in the property or to advise on matters outside the scope of their real estate license or disclose facts which are confidential under the scope of agency or non-agency relationships as defined by state law.

Article 2 guarantees faithful service to both clients and customers as consumers of real estate services.

Article 2 protects the consumer by ensuring that the REALTOR® provides accurate, factual information without exaggeration; that the REALTOR® communicates truthfully and does not misrepresent the facts; and that the REALTOR® does not remain silent concerning pertinent facts including adverse factors affecting the property. As a real estate professional, the REALTOR® is obligated to discover and disclose adverse factors apparent to someone with the REALTOR®’s level

of expertise, but is not required to discover and disclose latent (hidden) defects in property or to advise clients or customers on matters requiring specialized knowledge and training not required by the state licensing authority or in the REALTOR®'s area of expertise. The REALTOR® is not expected to possess knowledge or skills generally attributable to specialists in other fields such as architects, structural engineers, soils experts, etc. Nor is the REALTOR® obligated to disclose facts which are confidential under the scope of agency or non-agency relationships as defined by state law. The necessity to safeguard the confidence of clients must be respected unless there is some superseding ethical obligation or legal duty.

Remember that you are obligated to discover and disclose adverse factors reasonably apparent to someone with expertise in the real estate profession, but that you are not required to provide expert advice on matters involving specialized knowledge or training outside the scope of your real estate license. In such cases, advise your clients and customers to use the services of appropriate experts. (Refer to Standard of Practice 2-1)

Avoid naming a false consideration in any document unless it is an obviously nominal consideration. (Refer to Standard of Practice 2-4 and Case Interpretations #2-10 and #2-11)

Factors defined or expressly referenced in law or regulation as “non-material” or as not being subject to disclosure are not considered “pertinent” for purposes of Article 2. (Refer to Standard of Practice 2-5)

Be truthful and accurate concerning property for which you are responsible. If any inaccuracy occurs, act promptly to remedy the matter to the best of your ability. (Refer to Case Interpretation #2-1)

Remember that you are responsible for the statements and actions of those licensed with you. (Refer to Case Interpretations #2-2 and #2-9)

When acting as the listing broker, faithfully represent to prospective purchasers information provided by the sellers, unless you have reason to suspect that the information is not accurate. (Refer to Case Interpretations #2-3 and #2-4)

Be familiar with the requirements of law and regulations that may affect a purchaser’s use of property and suggest that the advice of experts be sought, if the situation warrants. (Refer to Case Interpretation #2-5)

Make no guarantees regarding the future value of property unless you are prepared to make good your guarantee. (Refer to Case Interpretation #2-6)

Remember that the public relies on your superior knowledge of the real estate market. Avoid “guesses” which may be misconstrued as facts by those relying on you. (Refer to Case Interpretation #2-7)

Failure to accurately disclose pertinent information cannot be excused by the use of a “disclaimer of accuracy.” (Refer to Case Interpretation #2-8)

REALTORS® remain bound by the obligations of the Code of Ethics even when dealing among themselves as principals. (Refer to Case Interpretation #2-13)

Promptly communicate any change in the amount of cooperating broker compensation being offered prior to the time the cooperating broker has a signed offer to purchase in hand. (Refer to Case Interpretation #2-14)

The obligation to “avoid misrepresentation or concealment of pertinent facts” also requires REALTORS® to provide tribunals of their Board with information on the activities of other REALTORS® which may have violated Article 2. (Refer to Case Interpretation #2-15)

Avoid falsifying credit information. (Refer to Case Interpretation #2-16)

Inform buyers of pertinent and relevant facts that may affect their decision to purchase. (Refer to Case Interpretation #2-18)

Be sure information in MLS compilations is truthful and accurate. (Refer to Case Interpretation #2-19)

Article 3

REALTORS® shall cooperate with other brokers except when cooperation is not in the client’s best interest. The obligation to cooperate does not include the obligation to share commissions, fees, or to otherwise compensate another broker.

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Article 3 obligates REALTORS® to cooperate with their competitors on mutually agreed upon terms when it is in the best interest of the client. This obligation promotes harmonious teamwork by competitors to the benefit of buyers/tenants and sellers/lessors. The real estate market is best served when individuals with a variety of skills and resources work together. Cooperation optimizes the benefits available to clients and customers, as well as agents and their subagents. Cooperation ensures sellers and lessors of the broadest possible market exposure. Through cooperation, brokers are able to enhance the market exposure of listed property and their ability to serve the needs of prospective purchasers and tenants.

Compensation in cooperative transactions should be agreed upon by the listing and cooperating brokers prior to the time the cooperating broker begins efforts to accept the offer of cooperation. (Refer to Standard of Practice 3-1)

Avoid inviting cooperation by a third broker without the consent of the listing broker. (Refer to Case Interpretations #3-11 and #3-12)

Any change in the amount of compensation being offered must be communicated prior to the time the cooperating broker submits an offer to purchase or lease the property. After a REALTOR® has submitted an offer to purchase or lease property, the listing broker may not attempt to unilaterally modify the offered compensation with respect to that cooperative transaction. (Refer to Standard of Practice 3-2 and Case Interpretation #2-14)

Listing brokers and cooperating brokers may enter into an agreement to change the cooperative compensation after the cooperating broker produces an offer to purchase or lease the property if both REALTORS® agree to the change. (Refer to Standard of Practice 3-3)

As a listing broker, as soon as practical, disclose the existence of a dual or variable rate commission arrangement. As the buyer/tenant representative, disclose such information to your client before the

client makes an offer to purchase or lease. (Refer to Standard of Practice 3-4)

Where a dual commission arrangement exists, the REALTOR[®], as listing broker, must disclose the existence of the “special arrangement,” and must indicate, in response to an inquiry from a potential cooperating broker, the differential that would result in the total commission in a cooperative transaction or in a sale that results through the efforts of the seller. (Refer to Standard of Practice 3-4 and Case Interpretations #1-30, #3-8 and #3-9)

As a subagent, immediately advise the listing broker of all pertinent facts you discover concerning a property or prospective purchaser either before or after a contract is executed. (Refer to Standard of Practice 3-5)

Disclose the existence of accepted offers, including offers with unresolved contingencies, to brokers seeking to cooperate on your listing. (Refer to Standard of Practice 3-6 and Case Interpretation #3-10)

Disclose your REALTOR[®] or licensed status when seeking information about a property from another REALTOR[®] concerning property under a management or listing agreement. (Refer to Standard of Practice 3-7)

Avoid misrepresenting the availability of property listed with your firm. (Refer to Standard of Practice 3-8)

Avoid providing access to listed property on terms other than those established by the owner or the listing broker. (Refer to Standard of Practice 3-9)

Share information on property you have listed/leased, and make property available to show when in the seller's/lessor's best interests. (Refer to Standard of Practice 3-10)

Recognize the agency of listing brokers and make all arrangements to show property through them unless they grant you specific authority to deal directly with their clients. (Refer to Case Interpretation #3-1)

Cooperate in the sale of listed property unless you have valid reason for believing that cooperation would not further the best interests of your client or

the client instructs you to withhold cooperation. Be prepared to justify your refusal to cooperate if you are charged with an arbitrary refusal to cooperate. (Refer to Case Interpretations #3-3 and #3-4)

Realize that under certain circumstances a REALTOR® may legitimately withhold cooperation when it is not in the client’s best interest or when the REALTOR® is dealing as a principal. (Refer to Case Interpretations #3-4 and #3-5)

Promptly communicate any change in the amount of cooperating broker compensation being offered prior to the time the cooperating broker has submitted an offer. (Refer to Case Interpretation #3-7)

Recognize that listing brokers must disclose the existence of dual and variable commission arrangements and must, in response to questions from cooperating brokers, disclose the compensation differential resulting from a cooperative transaction versus one brought about through the listing broker’s efforts. (Refer to Case Interpretation #3-8)

Recognize that “special” or “side” deals may be dual or variable commission arrangements that must be disclosed pursuant to Standard of Practice 3-4. (Refer to Case Interpretation #3-9)

Article 4

REALTORS® shall not acquire an interest in or buy or present offers from themselves, any member of their immediate families, their firms or any member thereof, or any entities in which they have any ownership interest, any real property, without making their true position known to the owner or the owner’s agent or broker. In selling property they own, or in which they have any interest, REALTORS® shall reveal their ownership or interest in writing to the purchaser or the purchaser’s representative.

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Article 4 prohibits the REALTOR® from buying, presenting offers, or selling property owned by the REALTOR®, or in which the REALTOR® has any interest, without making full disclosure of the ownership or interest to the buyer or seller or their agent or representative.

This prohibition applies not only to buying and selling by the REALTOR[®], but also any member of the REALTOR[®]'s immediate family, firm, or any entity in which the REALTOR[®] has any ownership interest.

“Immediate family” includes “in-laws” because, at least in some instances, the transaction may benefit the REALTOR[®] in the future. A purchase or sale for the REALTOR[®]'s firm or any member thereof must be disclosed because it can be reasonably presumed that an individual will tend to favor the interests of business colleagues over the interests of strangers. Any entity in which the REALTOR[®] has any ownership interest is included to ensure that the buyer or seller or respective agents will be fully informed, in advance, of the REALTOR[®]'s position and interest in the transaction.

Article 4 protects the public by ensuring their full awareness of any direct or indirect personal interest of the REALTOR[®] in a real estate transaction involving property owned by the REALTOR[®] or property the REALTOR[®] is interested in acquiring. If the seller or buyer knows of the REALTOR[®]'s interest in a real estate transaction, in advance, they can make knowledgeable decisions, secure competent assistance, if necessary, and deal with the REALTOR[®] in an arm's length transaction.

Written disclosure of any present or contemplated interest, direct or indirect, that you have in a property must be given to buyers and sellers or their respective agents before entering into any contracts involving the property. (Refer to Standard of Practice 4-1 and Case Interpretation #4-6)

Be sure your client (seller) understands your position when you intend to acquire any interest in listed property. (Refer to Case Interpretation #4-1)

Even when the need to disclose a remote “indirect” interest is questionable, full disclosure is preferable since it avoids possible appearance of impropriety. (Refer to Case Interpretation #4-2)

Disclose in writing the fact that an offer is being presented on behalf of a family member, including in-laws. (Refer to Case Interpretation #4-3)

Be aware that REALTORS® have responsibility for ensuring that individuals licensed with the REALTOR® disclose the fact that an offer is being presented on behalf of a family member. (Refer to Case Interpretation #4-4)

As an agent, the best interests of your client must always come before any contemplated interest you may have in the property. (Refer to Case Interpretation #4-5)

Article 5

REALTORS® shall not undertake to provide professional services concerning a property or its value where they have a present or contemplated interest unless such interest is specifically disclosed to all affected parties.

.....

Article 5 protects the public by requiring REALTORS® to disclose any present or contemplated interest they may have in a property for which they are undertaking to provide professional services.

These services include buying, selling, leasing, appraising, managing, counseling, and other real estate related services.

Article 5 prevents REALTORS® from using their professional knowledge to gain an unfair advantage in a real estate transaction.

REALTORS® should remain aware that even indirect interests may obscure their objectivity and jeopardize the quality of their service. Such indirect interests could include interest in adjoining property, or could relate to transactions involving relatives or business associates. REALTORS® must be alert and utilize care in any real estate transaction that could be seen as benefiting them either directly or indirectly.

When appraising a property disclose any current or contemplated interest you may have in the property to your client before accepting the assignment. (Refer to Case Interpretation #5-1)

Article 6

REALTORS® shall not accept any commission, rebate, or profit on expenditures made for their client, without the client’s knowledge and consent.

When recommending real estate products or services (e.g., homeowner’s insurance, warranty programs, mortgage financing, title insurance, etc.), REALTORS® shall disclose to the client or customer to whom the recommendation is made any financial benefits or fees, other than real estate referral fees, the REALTOR® or REALTOR®’s firm may receive as a direct result of such recommendation.

.....

Article 6 protects clients and customers from conflicts of interest by the REALTOR® by requiring advance disclosure of the REALTOR®’s connection or interest in any organization or business entity before the REALTOR® recommends such services or products.

Many REALTORS® have interests in service firms, including contracting, roofing, brickwork, plumbing, electrical, air conditioning, title insurance, home owner’s insurance, pest control, moving, etc. The REALTOR® is not precluded from offering such services, and it should be noted that such services may be among the best available. But, to recommend such services without first disclosing the REALTOR®’s interest, making it clear that the clients and customers are free to obtain these services elsewhere, can raise suspicion and create the appearance of impropriety.

Article 6 also prevents the REALTOR® from benefiting directly or indirectly from the providers of such goods or services without the client’s prior knowledge and consent. Remember to disclose when you or your firm will receive any fee or will benefit directly from recommending a real estate service or product to a client or customer.

Advise clients and customers about any direct or indirect interests you have in businesses or

organizations to which you refer them. (Refer to Standard of Practice 6-1)

Don't profit from your client's expenditures without the client's prior knowledge and consent. (Refer to Case Interpretation #6-1)

Be sure your client is aware of any use of the client's property which may result in a benefit or profit to you. (Refer to Case Interpretation #6-2)

Exercise caution when dealing in matters that may be inconsistent with your client's interests. Try to avoid potentially conflicting situations. (Refer to Case Interpretation #6-3)

Don't accept rebates or other considerations from those providing goods or services to your client without your client's prior knowledge and consent. (Refer to Case Interpretation #6-4)

When recommending real estate products and services, disclose affiliated business relationships and any potential benefit that may accrue to you. (Refer to Case Interpretations #6-5 and #6-6)

Article 7

In a transaction, REALTORS® shall not accept compensation from more than one party, even if permitted by law, without disclosure to all parties and the informed consent of the REALTOR®'s client or clients.

.....
Article 7 imposes an ethical obligation that may go beyond the requirements of state law. A REALTOR® may never accept compensation from more than one party without the informed consent of all parties. Only through adequate prior disclosure can the parties be fully aware of any potential conflicts of interest that may affect their ability or willingness to rely on the objectivity of the REALTOR®'s advice and counsel.

Prior to representing both the buyer/tenant and the seller/landlord in the same transaction, you must disclose that fact to all parties and secure their agreement. (Refer to Case Interpretation #7-3)

Article 8

REALTORS® shall keep in a special account in an appropriate financial institution, separated from their own funds, monies coming into their possession in trust for other persons, such as escrows, trust funds, clients’ monies, and other like items.

REALTORS®, as fiduciaries, are in positions of trust. They must keep monies coming into their possession in trust funds, separate from their own funds.

Stated simply, REALTORS® must not commingle their firm’s monies or their personal monies with money accepted in trust for others. Such money must be placed in a separate account to safeguard against its unauthorized use.

Never commingle funds entrusted to you with your personal funds. (Refer to Case Interpretation #8-1)

Be aware that the Board may institute a complaint with the real estate commission based upon facts brought to light at an ethics hearing. (Refer to Case Interpretation #8-2)

Article 9

REALTORS®, for the protection of all parties, shall assure whenever possible that all agreements related to real estate transactions including, but not limited to, listing and representation agreements, purchase contracts, and leases are in writing in clear and understandable language expressing the specific terms, conditions, obligations and commitments of the parties. A copy of each agreement shall be furnished to each party to such agreements upon their signing or initialing.

To avoid any misunderstanding and to prevent future controversy, all contractual agreements should be in writing and should set forth, in detail, the understanding of each of the parties. This can substantially reduce questions relating to the terms of the listing agreements, offers to purchase, financing instruments, and other agreements and commitments.

Remember to use timely written extensions or amendments to purchase and sale contracts. (Refer to Standard of Practice 9-1)

Make reasonable efforts to explain to clients and customers the nature and specific terms of any contractual relationship being established electronically. (Refer to Standard of Practice 9-2)

Article 10

REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. REALTORS® shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

REALTORS®, in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

.....

The law prohibits discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin.

Article 10 illustrates the REALTOR®'s commitment to fair housing. A charge alleging that a REALTOR® has violated a fair housing law may also form the basis of a charge alleging a violation of Article 10.

The REALTOR® can have nothing to do with any plan or agreement to discriminate on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity with respect to any real estate transaction.

To ensure strict compliance with fair housing laws, Boards of REALTORS® are authorized to require training in fair housing as a condition of continued membership and REALTORS® are encouraged to establish ongoing equal opportunity educational training programs for individuals in their firms.

Article 10 also calls on REALTORS® to refrain from discrimination in selecting and retaining employees

and independent contractors who provide real estate-related services, and the administrative and clerical staff who support them.

When involved in the sale or lease of a residence, do not volunteer information on the racial, religious, or ethnic composition of any neighborhood and do not engage in any activity which may result in panic selling; however, you may provide other demographic information. (Refer to Standard of Practice 10-1)

When not involved in the sale or lease of a residence, you may provide demographic information related to a property, transaction, or professional assignment to a party if the demographic information is needed to assist with or complete, in a manner consistent with Article 10, a real estate transaction or professional assignment and is obtained or derived from a recognized, reliable, independent, and impartial source. Disclose in reasonable detail the source of the information and any additions, deletions, modifications, interpretations, or other changes. (Refer to Standard of Practice 10-2)

When selling or renting any property, do not convey any preference, limitations, or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. (Refer to Standard of Practice 10-3)

Offer equal professional services to every client and customer regardless of their race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. (Refer to Case Interpretations #10-1 and #10-3)

Educate those affiliated with you to ensure that they provide equal professional service to all. (Refer to Case Interpretation #10-2)

Ensure that advertising campaigns and other marketing strategies cannot be construed as expressing a preference that a potential buyer be of a specific racial or ethnic group. (Refer to Case Interpretations #10-4 and #10-5)

Article 11

The services which REALTORS® 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.

REALTORS® 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 person engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

.....

Article 11 is explicit in setting forth REALTORS®' responsibilities to refrain from attempting to provide service for which they are inadequately prepared.

For example, if a REALTOR® as a residential broker with no commercial experience was asked to market a complex business property, the REALTOR® would be obligated to disclose to the client that the REALTOR® did not possess the experience and expertise to provide the requested service. In certain instances, a prospective client may value the general abilities and integrity of a particular REALTOR® and may insist on engaging that REALTOR®'s services despite the REALTOR®'s lack of experience and competency needed to undertake the assignment. In such a case, the REALTOR® may undertake the assignment if, having fully disclosed his lack of experience, the REALTOR® obtains assistance from someone competent in the field. The REALTOR® must fully inform the client as to whose assistance was utilized and the degree to which that person contributed to the assignment.

When preparing an opinion of property value or price be knowledgeable about the type of property being valued, have access to necessary information and resources to formulate an accurate opinion, and be familiar with the area where the property is located (unless you disclose to the party requesting the opinion in advance of providing your opinion your lack of knowledge about the type of property, area it is located in, or information and resources necessary to formulate an accurate opinion). When an opinion of value or price is prepared other than in pursuit of a listing or to assist a purchaser in formulating an offer, make sure you identify the property; include the date prepared; include the defined value or price; provide limiting conditions, including statements of purpose(s) and intended user(s); disclose any present or contemplated interest, including the possibility of representing the seller/landlord or buyers/tenants; provide the basis for the opinion, including applicable market data; provide, if the opinion is not an appraisal, a statement to that effect; disclose whether and when a physical inspection of the property's interior and exterior was conducted; and disclose whether you have any conflicts of interest. The only exception to this general rule is when a client or customer requests a different type of report or data set. (Refer to Standard of Practice 11-1)

In real estate disciplines other than appraisal, REALTORS® are expected to comply with the standards of competence and practice which clients and the public reasonably require to protect their rights and interests. (Refer to Standard of Practice 11-2)

If you are providing consultive services to clients which involves advice or counsel for a fee (not a commission) be sure to provide any advice given in an objective manner and do not make the fee contingent on the substance of the information provided. A separate compensation may be paid with prior agreement between you and your client if you are providing brokerage or transaction services in addition to consultive services. (Refer to Standard of Practice 11-3)

Remember that the competency expected of you relates to services contracted for between you and your customer/client, the duties addressed by the Code of Ethics, and the duties imposed by law and regulation. (Refer to Standard of Practice 11-4)

Disclose your lack of experience to the client before accepting any appraisal assignment outside your area of competency. (Refer to Case Interpretations #11-1 and #11-4)

Identify in appraisal reports the names of any individuals or firms that provide assistance enabling you to prepare the report unless the information is general in nature. (Refer to Case Interpretations #11-2 and #11-3)

Don't accept an appraisal assignment for which you are not qualified unless you disclose your lack of experience to the client and obtain qualified assistance.

Consider all pertinent factors when making an appraisal.

Remember that you must avoid conflicts of interest (e.g., listing and appraising the same property in a transaction) which might prevent you from acting as a disinterested third party rendering an unbiased appraisal, review, or consulting service. (Refer to Case Interpretation #11-10)

The fact that you have previously appraised real property does not preclude you from subsequently listing it if requested to do so by the seller. (Refer to Case Interpretation #11-11)

Article 12

REALTORS® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations. REALTORS® shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional.

.....

In marketing properties, REALTORS® use advertising to inform the public about listings and to induce interest in them. REALTORS® are obligated to present a “true picture” in their advertising and in all representations to the public. A “true picture” is truthful, accurate advertising, and nothing less. Descriptions that go beyond “puffing” may mislead the public. Statistics indicating a REALTOR®’s sales volume and comparisons with other firms can be impressive, but if they are inaccurate, untrue, or misleading, their use injures the public and violates Article 12.

REALTORS® must always disclose their status as real estate professionals in their advertisements. This may be accomplished by including the terms “REALTOR®,” “REALTORS®,” or “REALTOR-ASSOCIATE®,” or by disclosing their status as a licensed broker, appraiser, property manager, or other real estate professional.

In advertising listed property, REALTORS® must also disclose the name of their firm so that the public will be aware that they are dealing with the property owner’s agent. Further, the REALTOR® must ensure that all brokers and salespeople affiliated with the firm include the firm’s name in their advertisements of listed properties.

When advertising unlisted property in which the REALTOR® has any ownership interest, the advertisement must disclose the interest and the existence of Board membership or real estate licensure.

Services and products should be described as “free” or “free of charge” only when all terms governing availability are clearly disclosed at the same time as when the “free” product or service is offered. (Refer to Standard of Practice 12-1 and Case Interpretations #12-7 and #12-10)

You may represent your services as “free” or without cost even if you expect to receive compensation from a source other than your client provided that the potential for you to obtain a benefit from a third party is clearly disclosed at the same time. (Refer to Standard of Practice 12-2)

If you offer incentives to list, sell, purchase, or lease

property, be sure the terms and conditions of your offer are clear and readily understandable. (Refer to Standard of Practice 12-3)

Obtain the client's permission to advertise the client's property. Never advertise listed property at a price other than that agreed to by the client. (Refer to Standard of Practice 12-4)

All advertisements of real estate services or listed property must include the name of your firm. (Refer to Standard of Practice 12-5)

When acting as a principal in the sale or lease of your own property, disclose your status as a REALTOR® or as a licensee so that prospective purchasers or tenants will be aware of your special knowledge and expertise. (Refer to Standard of Practice 12-6 and Case Interpretation #12-8)

Only listing brokers or cooperating (selling) brokers have the right to advertise that they "sold" the property. Either the listing broker or the cooperating broker may claim to have "sold" the property upon acceptance of a purchase offer by the seller. However, prior to closing, a cooperating broker may only post a "sold" sign with the consent of the listing broker. (Refer to Standard of Practice 12-7 and Case Interpretations #12-11, #12-12, and #12-13)

Your obligation to present a true picture includes information presented on your website. (Refer to Standard of Practice 12-8)

Websites of REALTORS®, their firms, and all licensees affiliated with the firm must include the firm's name and state of licensure and the licensee's state of licensure in a reasonable and readily apparent manner. (Refer to Standard of Practice 12-9)

The duty to present a true picture in advertising and representations to the public includes Internet content, images, and URLs and domain names. (Refer to Standard of Practice 12-10 and Case Interpretation #12-20)

If you intend to sell or share consumer information gathered via the Internet, disclose that possibility in a reasonable and readily apparent manner. (Refer to Standard of Practice 12-11)

Do not use URLs/domain names that present anything other than a true picture, or register URLs/domain names which, if used, would present less than

a true picture. (Refer to Standard of Practice 12-12 and Case Interpretation #12-20)

It is not unethical to have previously registered a URL name which is the same as or similar to a name of a subsequently-established firm. (Refer to Standard of Practice 12-12 and Case Interpretation #12-21)

However, do not register URLs or domain names that are the same as or similar to competitors' firms' names and do not use intentionally misspelled domain names based on names of competitors' firms. (Refer to Standard of Practice 12-12 and Case Interpretations #12-22 and #12-23)

It is not a violation of the Code of Ethics to register a domain name based on a sales associate's name, with his or her consent, provided the URL presents a true picture. If the sales associate later leaves the firm, the former firm should not continue to use, and should not renew the domain name. (Refer to Standard of Practice 12-12 and Case Interpretation #12-24)

Use and display only the professional designations, certifications, and other credentials you are legitimately entitled to use. (Refer to Standard of Practice 12-13)

Remember that "For Sale" signs are a form of advertising subject to the requirements of Article 12. (Refer to Case Interpretation #12-1)

Avoid exaggeration and dishonesty in your advertisements. Strive to present a "true picture." (Refer to Case Interpretations #12-2, #12-3, and #12-4)

Advertising claims should not be based upon uncertain or unpredictable factors over which you have little or no control. (Refer to Case Interpretation #12-4)

While a "sold" sign may be placed on a property when an offer to purchase has been accepted, it should be removed if the transaction falls through. (Refer to Case Interpretation #12-5)

Don't mislead the public into believing they can save money by purchasing from you if that is not the case. (Refer to Case Interpretation #12-6)

Avoid false advertising. (Refer to Case Interpretation #12-9)

Remember to observe Article 12’s “true picture” mandate when advertising property as being “offered exclusively.” (Refer to Case Interpretation #12-14)

“Linking” to other Internet websites, even if those sites include listings of other real estate professionals, does not constitute advertising of the type contemplated by Article 12. (Refer to Case Interpretation #12-15)

You cannot copy information from the Internet websites of other real estate professionals and publish it on your website without the listing broker’s permission even if the information on your website identifies the listing broker. (Refer to Case Interpretation #12-16)

Article 12’s “true picture” assurance bars the use of misleading Internet domain names, including use of the names of competitors or their firms. (Refer to Case Interpretation #12-17)

Promptly remove information about expired listings from your website. (Refer to Case Interpretation #12-18)

If you affiliate with a new firm, remember to observe Article 12’s “true picture” when making representations about cumulative sold information. (Refer to Case Interpretations #12-25 and #12-26)

Article 13

REALTORS® shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained when the interest of any party to the transaction requires it.

.....

The REALTOR® is prohibited by the law and by the Code from engaging in the unauthorized practice of law. The REALTOR® has an affirmative obligation to recommend the use of legal counsel to clients and customers when their interests require it.

If the REALTOR® is also an attorney, Article 13 would not preclude the offering of legal services in a manner consistent with the standards of the Bar Association. However, REALTORS® must be mindful of their agency relationship and the duties owed to

clients and to customers, and must avoid all conflicts of interest.

Article 13 encourages respect for the law and protects clients and customers from well intended but potentially misguided “legal advice” from those unqualified to provide it.

Refrain from any activities that could be construed as the unauthorized practice of law. (Refer to Case Interpretation #13-1)

Even when standard form contracts are utilized, questions concerning the meaning or effect of any provision should be addressed to competent legal counsel. (Refer to Case Interpretation #13-2)

Advise clients and customers to seek legal review of any contractual agreement where, in your judgment, the client or customer needs legal guidance. (Refer to Case Interpretation #13-3)

Avoid expressions of opinion which may be misconstrued as a definitive legal opinion. (Refer to Case Interpretation #13-3)

Article 14

If charged with unethical practice or asked to present evidence or to cooperate in any other way, in any professional standards proceeding or investigation, the REALTOR® shall place all pertinent facts before the proper tribunal of the Member Board or affiliated institute, society or council in which membership is held and shall take no action to disrupt or obstruct such processes.

.....
The Code of Ethics is meaningful because it is respected and enforced. Article 14 establishes an absolute obligation to cooperate with the Board when charged with unethical practice, or when asked to present evidence in any professional standards proceeding or investigation. In either event the REALTOR® must place all pertinent facts before a proper tribunal.

REALTORS® are required to take an active part in Code enforcement. If this were not so, the Code would lose its relevance and influence in promoting

and enforcing high standards of professional conduct.

Boards must provide due process in professional standards proceedings, as well as in enforcement of the Board's bylaws, and other rules and regulations. Due process requires as much factual support as can be reasonably ascertained to substantiate violations of the Code or arbitration awards or failure to abide by other membership obligations. With fairness established in the Board's procedures, and with the facts in hand, the Board can respect and protect the rights of all its members while strictly enforcing the Code.

If, in connection with a professional standards proceeding or an investigation, a REALTOR® is requested by the Board to answer a charge or to appear as a witness, the REALTOR® must do so, and must take no action to disrupt or obstruct such processes.

A REALTOR® may not be subject to disciplinary proceedings before more than one Board, or affiliated institute, society, or council in which the REALTOR® holds membership, for alleged violations of the Code of Ethics relating to the same transaction. (Refer to Standard of Practice 14-1)*

Avoid unnecessary discussions of the details of any hearing, appeal, or review. (Refer to Standard of Practice 14-2)

A REALTOR® may not attempt to frustrate the Board's disciplinary or investigative processes by filing or threatening to file suits against parties to the proceeding or their witnesses alleging slander, libel, or defamation based on the filing of an ethics complaint or an arbitration request. (Refer to Standard of Practice 14-3)

REALTORS® should not attempt to obstruct or disrupt the investigative or disciplinary proceedings of a Board by filing multiple ethics complaints based on the same transaction. (Refer to Standard of Practice 14-4)

Cooperate with those charged with enforcing the Code by providing requested information to any duly

*Also see Professional Standards Policy Statement 42, Previously dismissed ethics complaints/arbitration requests, *Code of Ethics and Arbitration Manual*.

authorized tribunal in accordance with the Board’s procedures.

Respond fully and accurately to questions from professional standards panel members. (Refer to Case Interpretation #14-2)

Remember that you may be required to respond to charges of unethical conduct, regardless of who is the complainant. (Refer to Case Interpretation #14-3)

Article 15

REALTORS® shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

.....

Article 15 logically flows from the REALTOR®’s duty established in Article 12 “to present a true picture in ... representations.” This includes comparisons with competitors, and comments or opinions offered about other real estate professionals.

Article 15 is not intended to limit or inhibit the free flow of commercial information that is often of value to potential users of the many and varied services that REALTORS® provide. Article 15 requires that REALTORS® make good faith efforts to ensure that statements and representations they make, including those made in their advertising, are truthful and accurate.

REALTORS® should consider that while truthfulness is the ultimate measuring stick of Article 15, little is gained, and often much is lost, through negative, non-constructive criticism which can impair the cooperative efforts that make the service provided by REALTORS® so valuable to the public.

Do not knowingly or recklessly file false or unfounded ethics complaints. (Refer to Standard of Practice 15-1)

Do not knowingly or recklessly publish, repeat, transmit, or republish false or misleading statements made by others in person, in writing, by technological means, or by any other means. (Refer to Standard of Practice 15-2)

Clarify or remove false or misleading statements made by third parties on electronic media you control once you know the statement is false or misleading. (Refer to Standard of Practice 15-3)

Good faith representations which are unknowingly inaccurate that are based on generally reliable information do not violate Article 15. (Refer to Case Interpretation #15-1)

Do not rely on normally reliable sources of information when information is obviously inaccurate. (Refer to Case Interpretation #15-1)

Do not misrepresent competitor's business practices (Refer to Case Interpretations #15-2)

Article 16

REALTORS® shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other REALTORS® have with clients.

.....

Competition among brokers to provide appraising, brokerage, managing, leasing, syndicating, or counseling services is extremely intense until the prospective client enters into a binding agreement for such services. When an exclusive relationship is created, the competition shifts to the search for buyers or to otherwise fulfill the agreement. At this point Article 16 comes into play.

Once clients have selected a particular broker to serve their interests, the competition that prevailed earlier ceases and cooperation takes its place. Cooperation between REALTORS® is the normal professional practice that is contemplated when it is in the best interest of the client. Generally, cooperation exists in great measure, since it benefits the clients and customers in virtually every case. REALTORS® must carefully avoid taking any action inconsistent with the exclusive relationship between the seller and the listing broker and avoid any action that could be construed to induce a breach of the contractual agreement made with the client. The client has made a decision and is entitled to the benefit of his or her bargain. This includes relief for the duration of the relationship from direct overtures

of other REALTORS® seeking to interest the seller or lessor in the services they provide. This limited protection from direct solicitation does not preclude general advertising efforts by other REALTORS®, but does prohibit efforts to induce the breach of an existing contract so that another REALTOR® can substitute himself in the place of the current listing broker.

In the case of an exclusive listing, to respect the exclusivity of the listing broker's relationship, other REALTORS® must be able to determine with certainty that an exclusive listing exists. If the listing broker refuses to disclose the nature (type) and duration of a listing, Article 16 recognizes the REALTOR®'s right to contact the seller or lessor directly to obtain this essential information. Under these circumstances, the REALTOR® may also discuss the terms of a future listing on the property or may enter into a listing to become effective upon the expiration of the current listing.

Article 16 also acknowledges the right of property owners whose properties are listed exclusively to contact other REALTORS® if they are not satisfied with the listing broker's performance. A REALTOR® is free to discuss the terms of a future listing on the property and may enter into a listing to become effective upon the expiration of the current listing if the discussion and contact were initiated by the property owners.

Actions inconsistent with the exclusive relationship of the listing broker can occur when a REALTOR® provides unauthorized information to a prospective purchaser or tenant. It can occur when a cooperating broker fails to obtain permission to show the property from the listing broker, but contacts the owner directly. It can occur when a cooperating broker takes an offer directly to the client without the knowledge and consent of the listing broker. It can occur when a cooperating broker uses the showing of a property as an opportunity to make unsolicited, derogatory remarks about the listing broker that are untrue.

REALTORS® are obligated to respect the exclusive representation or exclusive brokerage relationship agreements of other REALTORS® and to work through them as long as the exclusive relationship remains

in effect. Professionalism, integrity, and courtesy require it and buyers/tenants and sellers/lessors benefit from it.

Aggressive, innovative marketing practices are not inherently unethical, but any business practice must comply with the other requirements imposed by the Code. (Refer to Standard of Practice 16-1)

Recognize that Article 16 does not prohibit general advertising, including telephone canvassing, mailings, or distributions to all property owners in a given area or to all members of a class, organization, or group, even though one or more of the recipients may currently be party to an exclusive listing agreement. (Refer to Standard of Practice 16-2 and Case Interpretations #16-3 and #16-9)

A REALTOR® is not prohibited from offering to provide unrelated services to the client of another REALTOR® or from offering the same type of service for property not subject to other brokers' exclusive agreements. (Refer to Standard of Practice 16-3)

When another REALTOR® requests information from you concerning one of your listings, you are encouraged to disclose the type of listing you have and its expiration date so that the other REALTOR® can avoid an inadvertent interference in your relationship with your client. If, for any reason, you choose not to share that information, you should be aware that your refusal will entitle the other REALTOR® to obtain it directly from your client and to discuss the terms of a future listing with the client or to take a listing to become effective upon the expiration of any current listing. (Refer to Standard of Practice 16-4 and Case Interpretations #16-7 and #16-10)

When another REALTOR® requests information from you concerning one of your buyers/tenants who is subject to an exclusive buyer/tenant agreement, you are encouraged to disclose the type of agreement you have and its expiration date so that the other REALTOR® can avoid an inadvertent interference in your relationship with your client. If you choose not to share that information, you should be aware that your refusal will entitle the other REALTOR® to directly obtain the information from your client and discuss

the terms of any future buyer/tenant agreement to become effective upon expiration of any existing exclusive buyer/tenant agreement. (Refer to Standard of Practice 16-5)

Recognize that if the discussion is initiated by the property owner, a REALTOR® may discuss taking a future listing on a property currently listed exclusively with another REALTOR® and may take a listing to become effective upon the expiration of the current listing. (Refer to Standard of Practice 16-6)

Be aware that a prospect's prior selection and use of a REALTOR® in previous transactions cannot prevent other REALTORS® from trying to obtain that individual's future business. (Refer to Standard of Practice 16-7)

Understand that once a listing has expired, other REALTORS® are free to solicit the listing. (Refer to Standard of Practice 16-8 and Case Interpretation #16-5)

Before accepting a listing, use your best efforts to make sure the property is not already currently listed on an exclusive basis with another broker. (Refer to Standard of Practice 16-9)

If you are acting as the buyer or tenant representative or broker, you must disclose that fact to the listing broker the first time you contact the listing broker, such as when making an appointment to show the property. (Refer to Standard of Practice 16-10)

Advise the seller or landlord at your first contact if you are acting as a buyer's or tenant's representative or broker and the property is unlisted. (Refer to Standard Practice 16-11)

At the first practical opportunity, disclose to buyers/tenants that you are acting on behalf of the seller/landlord or subagent of the listing broker. (Refer to Standard of Practice 16-12)

When you are aware that a principal has retained an exclusive representative or broker, deal through that representative or broker, and not directly with the principal except when the representative or broker has authorized direct contact unless the client has initiated dealings with you. Ask prospects if they are party to an exclusive representation agreement before providing substantive services. (Refer to

Standard of Practice 16-13 and Case Interpretations #16-13 and #16-14)

Before you exclusively list or lease a property which is not currently listed or leased with another broker on an exclusive basis, you have an obligation to advise the client of the potential liability for multiple commissions. (Refer to Standard of Practice 16-14)

Be aware of your obligation to compensate the cooperating broker (principal) in a cooperative transaction rather than any sales licensees affiliated with the cooperating broker without the prior express knowledge and consent of the cooperating broker. (Refer to Standard of Practice 16-15)

Do not use the terms of an offer to purchase or lease, or the threat of withholding an executed offer to purchase or lease, to attempt to obtain additional compensation from the listing broker. (Refer to Standard of Practice 16-16)

Obtain permission from the listing broker before giving information on the broker's listings to another broker. (Refer to Standard of Practice 16-17)

Obtain the listing broker's consent before using information about the listing broker's listing to create a referral prospect or a buyer prospect. (Refer to Standard of Practice 16-18 and Case Interpretation #16-8)

Obtain the client's consent before placing signs for sale, rent, or lease on property. (Refer to Standard of Practice 16-19)

Prior to or after your relationship with your current firm is terminated, do not induce clients of that firm to cancel exclusive contractual agreements between the client and that firm. (Refer to Standard of Practice 16-20)

While unintentional contact with another REALTOR®'s client is not unethical, subsequent contacts prior to the expiration of the other REALTOR®'s listing can be unethical. (Refer to Case Interpretation #16-2)

Be aware that general advertisements by other REALTORS® do not violate the exclusive relationship of the listing broker when not directed towards the owner of the particular property listed. (Refer to Case Interpretation #16-9)

Determine the amount of compensation being offered before commencing your efforts as a cooperating broker. Do not try to modify the amount offered by making the compensation an integral term of an offer to purchase. (Refer to Case Interpretation #16-15)

When acting as the agent or broker of a buyer, do not suggest or recommend that the buyer use the terms of a purchase offer to attempt to modify the terms and conditions of the listing broker's contract with the seller. (Refer to Case Interpretation #16-16)

As the buyer's agent or broker, you can suggest or recommended that your client ask the seller to pay some or all of your commission. (Refer to Case Interpretation #16-17)

As a subagent, do not negotiate directly with the listing broker's client unless you have been authorized to do so by the listing broker. (Refer to Case Interpretation #16-18)

Continued contact with a potential seller-client who then enters into an exclusive listing with another REALTOR® is generally prohibited. (Refer to Standard of Practice 16-13 and Case Interpretations #16-19, #16-20, and #16-21).

Article 17

In the event of contractual disputes or specific noncontractual disputes as defined in Standard of Practice 17-4 between REALTORS® (principals) associated with different firms, arising out of their relationship as REALTORS®, the REALTORS® shall mediate the dispute if the Board requires its members to mediate. If the dispute is not resolved through mediation, or if mediation is not required, REALTORS® shall submit the dispute to arbitration in accordance with the policies of the Board rather than litigate the matter.

In the event clients of REALTORS® wish to mediate or arbitrate contractual disputes arising out of real estate transactions, REALTORS® shall mediate or arbitrate those disputes in accordance with the policies of the Board, provided the clients agree to be bound by any resulting agreement or award.

The obligation to participate in mediation and arbitration contemplated by this Article includes the obligation of REALTORS® (principals) to cause their firms to mediate and arbitrate and be bound by any resulting agreement or award.

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Generally, arbitration is used to settle disputes between REALTOR® principals of two different real estate firms concerning entitlement to a commission or to cooperating brokers' compensation. Entitlement is determined on the basis of determining the "procuring cause." In most instances, the decision awards the disputed amount to one party or the other. In certain cases, and if not precluded by state law, the disputed amount may be divided between the parties if the arbitrators determine that both parties contributed, without interruption, to the successful transaction.

Article 17 also requires a REALTOR® to arbitrate disputes with clients, if the client requests the arbitration and agrees to be bound by the decision.

The *Code of Ethics and Arbitration Manual* advises Boards and State Associations to determine whether (1) state law authorizes prior agreements to arbitrate future disputes in advance of a dispute or only after the dispute occurs or (2) if state law does not recognize binding arbitration at all. In the latter case, Boards can only offer arbitration and cannot require REALTORS® and REALTOR-ASSOCIATE®s to participate in it.

The *Code of Ethics and Arbitration Manual* also specifies three circumstances under which REALTORS® must submit to arbitration.

- (1) Arbitration of a dispute between REALTOR® principals of different firms.
- (2) Arbitration between REALTORS® (other than principals) or REALTOR-ASSOCIATE®s in different firms, provided the REALTOR® principals join in the arbitration.
- (3) Arbitration between REALTOR® principals and their clients when the client or REALTOR® invokes the arbitration and the client agrees to be bound by the decision.

The Manual also specifies three circumstances under which the REALTOR®'s participation in arbitration is voluntary:

(1) Arbitration between REALTOR® principals and REALTORS® and REALTOR-ASSOCIATE®s (nonprincipals) who are or were affiliated with the same firm, provided each party voluntarily agrees to the arbitration in writing. This applies to disputes arising when the parties are, or were, affiliated with the same firm, irrespective of the time the request is made for such arbitration.

(2) Arbitration between a REALTOR® principal with a nonmember broker, provided each party agrees in writing to be bound by the decision. However, it is the member's choice whether the member will submit to arbitration with a nonmember broker who is not an MLS Participant. A nonmember broker who is not an MLS Participant may invoke the arbitration facilities of a Board of REALTORS®. However, REALTORS® (principals) are not required to agree to or participate in arbitration.

(3) Arbitration between a REALTOR® principal and a customer if a written contractual relationship has been created by the REALTOR® principal between a customer and a client, and provided all parties to the dispute (i.e., the customer and the REALTOR®) agree in writing to arbitrate the dispute.

REALTORS® and REALTOR-ASSOCIATE®s who participate in the Board's MLS or otherwise access MLS information through any Board in which they do not hold membership have the same rights and responsibilities as any Board member relative to the Code of Ethics.

For more detailed information on arbitration procedures, refer to the *Code of Ethics and Arbitration Manual*.

Remember that Article 17 requires REALTORS® to arbitrate their disputes. If you file suit against a REALTOR® when a properly arbitrable matter exists and refuse to withdraw the suit and participate in arbitration when requested, you may be subject to disciplinary action. (Refer to Standard of Practice 17-1 and Case Interpretation #17-1)

Parties to an otherwise arbitrable matter may agree not to use the Board's arbitration or mediation facility without becoming subject to a charge of violating Article 17 provided they advise the Board in writing of their decision. Also, REALTORS® cannot be required to mediate if all parties choose to arbitrate or litigate a dispute (Refer to Standard of Practice 17-2)

Under certain circumstances, REALTORS® are obligated to participate in interboard arbitration or in arbitration conducted by the State Association. (Refer to Case Interpretations #17-2 and #17-10)

Once a matter has been arbitrated by a Board of REALTORS®, neither party may initiate a second arbitration before a different Board based on the same issue. (Refer to Case Interpretation #17-3)

Have a clear understanding of your rights and obligations, related to arbitration, as established by Article 17 and your Board's procedures. (Refer to Case Interpretations #17-4, #17-5, #17-6, and #17-11)

REALTORS® are free to bring alleged violations of law or regulations to the attention of appropriate enforcement bodies without fear of retaliation. (Refer to Case Interpretation #17-7)

REALTORS® cannot disclaim their personal obligations under Article 17 by asserting that the transaction was consummated through their corporation. (Refer to Case Interpretation #17-8)

REALTORS®, when acting solely as principals in a real estate transaction, are not obligated to arbitrate disputes with other REALTORS® absent a specific written agreement to the contrary. (Refer to Standard of Practice 17-3 and Case Interpretations #17-12 and #17-13)

There are five specific non-contractual disputes that are subject to arbitration pursuant to Article 17. (Refer to Standard of Practice 17-4)

Remember you are bound to arbitrate even if the complainant is out of state if the complainant agrees to travel to your Board and submit to arbitration conducted by your Board. (Refer to Standard of Practice 17-5)

Appendix A

**Code of Ethics and
Standards of Practice
of the
NATIONAL ASSOCIATION OF REALTORS®
Effective January 1, 2019**

Where the word REALTORS® is used in this Code and Preamble, it shall be deemed to include REALTOR-ASSOCIATE®s.

While the Code of Ethics establishes obligations that may be higher than those mandated by law, in any instance where the Code of Ethics and the law conflict, the obligations of the law must take precedence.

Preamble

Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. REALTORS® should recognize that the interests of the nation and its citizens require the highest and best use of the land and the widest distribution of land ownership. They require the creation of adequate housing, the building of functioning cities, the development of productive industries and farms, and the preservation of a healthful environment.

Such interests impose obligations beyond those of ordinary commerce. They impose grave social responsibility and a patriotic duty to which REALTORS® should dedicate themselves, and for which they should be diligent in preparing themselves. REALTORS®, therefore, are zealous to maintain and improve the standards of their calling and share with their fellow REALTORS® a common responsibility for its integrity and honor.

In recognition and appreciation of their obligations to clients, customers, the public, and each other, REALTORS® continuously strive to become and remain informed on issues affecting real estate and, as knowledgeable professionals, they willingly share the fruit of their experience and study with others. They identify and take steps, through enforcement of this Code of Ethics and by assisting appropriate regulatory bodies, to eliminate practices which may damage the public or which might discredit or bring dishonor to the real estate profession. REALTORS® having direct personal knowledge of conduct that may violate the Code of Ethics involving misappropriation of client or customer funds or property, willful discrimination, or fraud resulting in substantial economic harm, bring such matters

to the attention of the appropriate Board or Association of REALTORS®. (*Amended 1/00*)

Realizing that cooperation with other real estate professionals promotes the best interests of those who utilize their services, REALTORS® urge exclusive representation of clients; do not attempt to gain any unfair advantage over their competitors; and they refrain from making unsolicited comments about other practitioners. In instances where their opinion is sought, or where REALTORS® believe that comment is necessary, their opinion is offered in an objective, professional manner, uninfluenced by any personal motivation or potential advantage or gain.

The term REALTOR® has come to connote competency, fairness, and high integrity resulting from adherence to a lofty ideal of moral conduct in business relations. No inducement of profit and no instruction from clients ever can justify departure from this ideal.

In the interpretation of this obligation, REALTORS® can take no safer guide than that which has been handed down through the centuries, embodied in the Golden Rule, “Whatsoever ye would that others should do to you, do ye even so to them.”

Accepting this standard as their own, REALTORS® pledge to observe its spirit in all of their activities whether conducted personally, through associates or others, or via technological means, and to conduct their business in accordance with the tenets set forth below. (*Amended 1/07*)

Duties to Clients and Customers

Article 1

When representing a buyer, seller, landlord, tenant, or other client as an agent, REALTORS® pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve REALTORS® of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant or other party in a non-agency capacity, REALTORS® remain obligated to treat all parties honestly. (*Amended 1/01*)

- **Standard of Practice 1-1**

REALTORS®, when acting as principals in a real estate transaction, remain obligated by the duties imposed by the Code of Ethics. (*Amended 1/93*)

- **Standard of Practice 1-2**

The duties imposed by the Code of Ethics encompass all real estate-related activities and transactions whether

conducted in person, electronically, or through any other means.

The duties the Code of Ethics imposes are applicable whether REALTORS® are acting as agents or in legally recognized non-agency capacities except that any duty imposed exclusively on agents by law or regulation shall not be imposed by this Code of Ethics on REALTORS® acting in non-agency capacities.

As used in this Code of Ethics, “client” means the person(s) or entity(ies) with whom a REALTOR® or a REALTOR®’s firm has an agency or legally recognized non-agency relationship; “customer” means a party to a real estate transaction who receives information, services, or benefits but has no contractual relationship with the REALTOR® or the REALTOR®’s firm; “prospect” means a purchaser, seller, tenant, or landlord who is not subject to a representation relationship with the REALTOR® or REALTOR®’s firm; “agent” means a real estate licensee (including brokers and sales associates) acting in an agency relationship as defined by state law or regulation; and “broker” means a real estate licensee (including brokers and sales associates) acting as an agent or in a legally recognized non-agency capacity. *(Adopted 1/95, Amended 1/07)*

- **Standard of Practice 1-3**

REALTORS®, in attempting to secure a listing, shall not deliberately mislead the owner as to market value.

- **Standard of Practice 1-4**

REALTORS®, when seeking to become a buyer/tenant representative, shall not mislead buyers or tenants as to savings or other benefits that might be realized through use of the REALTOR®’s services. *(Amended 1/93)*

- **Standard of Practice 1-5**

REALTORS® may represent the seller/landlord and buyer/tenant in the same transaction only after full disclosure to and with informed consent of both parties. *(Adopted 1/93)*

- **Standard of Practice 1-6**

REALTORS® shall submit offers and counter-offers objectively and as quickly as possible. *(Adopted 1/93, Amended 1/95)*

- **Standard of Practice 1-7**

When acting as listing brokers, REALTORS® shall continue to submit to the seller/landlord all offers and counter-offers until closing or execution of a lease unless the seller/landlord has waived this obligation in writing. Upon the written request of a cooperating broker who submits an offer to the listing broker, the listing broker

shall provide a written affirmation to the cooperating broker stating that the offer has been submitted to the seller/landlord, or a written notification that the seller/landlord has waived the obligation to have the offer presented. REALTORS® shall not be obligated to continue to market the property after an offer has been accepted by the seller/landlord. REALTORS® shall recommend that sellers/landlords obtain the advice of legal counsel prior to acceptance of a subsequent offer except where the acceptance is contingent on the termination of the pre-existing purchase contract or lease. *(Amended 1/19)*

• **Standard of Practice 1-8**

REALTORS®, acting as agents or brokers of buyers/tenants, shall submit to buyers/tenants all offers and counter-offers until acceptance but have no obligation to continue to show properties to their clients after an offer has been accepted unless otherwise agreed in writing. REALTORS®, acting as agents or brokers of buyers/tenants, shall recommend that buyers/tenants obtain the advice of legal counsel if there is a question as to whether a pre-existing contract has been terminated. *(Adopted 1/93, Amended 1/99)*

• **Standard of Practice 1-9**

The obligation of REALTORS® to preserve confidential information (as defined by state law) provided by their clients in the course of any agency relationship or non-agency relationship recognized by law continues after termination of agency relationships or any non-agency relationships recognized by law. REALTORS® shall not knowingly, during or following the termination of professional relationships with their clients:

- 1) reveal confidential information of clients; or
- 2) use confidential information of clients to the disadvantage of clients; or
- 3) use confidential information of clients for the REALTOR®'s advantage or the advantage of third parties unless:
 - a) clients consent after full disclosure; or
 - b) REALTORS® are required by court order; or
 - c) it is the intention of a client to commit a crime and the information is necessary to prevent the crime; or
 - d) it is necessary to defend a REALTOR® or the REALTOR®'s employees or associates against an accusation of wrongful conduct.

Information concerning latent material defects is not considered confidential information under this Code of Ethics. *(Adopted 1/93, Amended 1/01)*

- **Standard of Practice 1-10**

REALTORS® shall, consistent with the terms and conditions of their real estate licensure and their property management agreement, competently manage the property of clients with due regard for the rights, safety and health of tenants and others lawfully on the premises. *(Adopted 1/95, Amended 1/00)*

- **Standard of Practice 1-11**

REALTORS® who are employed to maintain or manage a client's property shall exercise due diligence and make reasonable efforts to protect it against reasonably foreseeable contingencies and losses. *(Adopted 1/95)*

- **Standard of Practice 1-12**

When entering into listing contracts, REALTORS® must advise sellers/landlords of:

- 1) the REALTOR®'s company policies regarding cooperation and the amount(s) of any compensation that will be offered to subagents, buyer/tenant agents, and/or brokers acting in legally recognized non-agency capacities;
- 2) the fact that buyer/tenant agents or brokers, even if compensated by listing brokers, or by sellers/landlords may represent the interests of buyers/ tenants; and
- 3) any potential for listing brokers to act as disclosed dual agents, e.g., buyer/tenant agents. *(Adopted 1/93, Renumbered 1/98, Amended 1/03)*

- **Standard of Practice 1-13**

When entering into buyer/tenant agreements, REALTORS® must advise potential clients of:

- 1) the REALTOR®'s company policies regarding cooperation;
- 2) the amount of compensation to be paid by the client;
- 3) the potential for additional or offsetting compensation from other brokers, from the seller or landlord, or from other parties;
- 4) any potential for the buyer/tenant representative to act as a disclosed dual agent, e.g., listing broker, subagent, landlord's agent, etc.; and
- 5) the possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. *(Adopted 1/93, Renumbered 1/98, Amended 1/06)*

- **Standard of Practice 1-14**

Fees for preparing appraisals or other valuations shall not be contingent upon the amount of the appraisal or valuation. *(Adopted 1/02)*

- **Standard of Practice 1-15**

REALTORS[®], in response to inquiries from buyers or cooperating brokers shall, with the sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS[®] shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker. *(Adopted 1/03, Amended 1/09)*

- **Standard of Practice 1-16**

REALTORS[®] shall not access or use, or permit or enable others to access or use, listed or managed property on terms or conditions other than those authorized by the owner or seller. *(Adopted 1/12)*

Article 2

REALTORS[®] shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction. REALTORS[®] shall not, however, be obligated to discover latent defects in the property, to advise on matters outside the scope of their real estate license, or to disclose facts which are confidential under the scope of agency or non-agency relationships as defined by state law. *(Amended 1/00)*

- **Standard of Practice 2-1**

REALTORS[®] shall only be obligated to discover and disclose adverse factors reasonably apparent to someone with expertise in those areas required by their real estate licensing authority. Article 2 does not impose upon the REALTOR[®] the obligation of expertise in other professional or technical disciplines. *(Amended 1/96)*

- **Standard of Practice 2-2**

(Renumbered as Standard of Practice 1-12 1/98)

- **Standard of Practice 2-3**

(Renumbered as Standard of Practice 1-13 1/98)

- **Standard of Practice 2-4**

REALTORS[®] shall not be parties to the naming of a false consideration in any document, unless it be the naming of an obviously nominal consideration.

- **Standard of Practice 2-5**

Factors defined as "non-material" by law or regulation or which are expressly referenced in law or regulation as not

being subject to disclosure are considered not “pertinent” for purposes of Article 2. (*Adopted 1/93*)

Article 3

REALTORS® shall cooperate with other brokers except when cooperation is not in the client’s best interest. The obligation to cooperate does not include the obligation to share commissions, fees, or to otherwise compensate another broker. (*Amended 1/95*)

- **Standard of Practice 3-1**

REALTORS®, acting as exclusive agents or brokers of sellers/landlords, establish the terms and conditions of offers to cooperate. Unless expressly indicated in offers to cooperate, cooperating brokers may not assume that the offer of cooperation includes an offer of compensation. Terms of compensation, if any, shall be ascertained by cooperating brokers before beginning efforts to accept the offer of cooperation. (*Amended 1/99*)

- **Standard of Practice 3-2**

Any change in compensation offered for cooperative services must be communicated to the other REALTOR® prior to the time that REALTOR® submits an offer to purchase/lease the property. After a REALTOR® has submitted an offer to purchase or lease property, the listing broker may not attempt to unilaterally modify the offered compensation with respect to that cooperative transaction. (*Amended 1/14*)

- **Standard of Practice 3-3**

Standard of Practice 3-2 does not preclude the listing broker and cooperating broker from entering into an agreement to change cooperative compensation. (*Adopted 1/94*)

- **Standard of Practice 3-4**

REALTORS®, acting as listing brokers, have an affirmative obligation to disclose the existence of dual or variable rate commission arrangements (i.e., listings where one amount of commission is payable if the listing broker’s firm is the procuring cause of sale/lease and a different amount of commission is payable if the sale/lease results through the efforts of the seller/landlord or a cooperating broker). The listing broker shall, as soon as practical, disclose the existence of such arrangements to potential cooperating brokers and shall, in response to inquiries from cooperating brokers, disclose the differential that would result in a cooperative transaction or in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the

buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. *(Amended 1/02)*

- **Standard of Practice 3-5**

It is the obligation of subagents to promptly disclose all pertinent facts to the principal's agent prior to as well as after a purchase or lease agreement is executed. *(Amended 1/93)*

- **Standard of Practice 3-6**

REALTORS® shall disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation. *(Adopted 5/86, Amended 1/04)*

- **Standard of Practice 3-7**

When seeking information from another REALTOR® concerning property under a management or listing agreement, REALTORS® shall disclose their REALTOR® status and whether their interest is personal or on behalf of a client and, if on behalf of a client, their relationship with the client. *(Amended 1/11)*

- **Standard of Practice 3-8**

REALTORS® shall not misrepresent the availability of access to show or inspect a listed property. *(Amended 11/87)*

- **Standard of Practice 3-9**

REALTORS® shall not provide access to listed property on terms other than those established by the owner or the listing broker. *(Adopted 1/10)*

- **Standard of Practice 3-10**

The duty to cooperate established in Article 3 relates to the obligation to share information on listed property, and to make property available to other brokers for showing to prospective purchasers/tenants when it is in the best interests of sellers/landlords. *(Adopted 1/11)*

Article 4

REALTORS® shall not acquire an interest in or buy or present offers from themselves, any member of their immediate families, their firms or any member thereof, or any entities in which they have any ownership interest, any real property without making their true position known to the owner or the owner's agent or broker. In selling property they own, or in which they have any interest, REALTORS® shall reveal their ownership or interest in writing to the purchaser or the purchaser's representative. *(Amended 1/00)*

- **Standard of Practice 4-1**

For the protection of all parties, the disclosures required by Article 4 shall be in writing and provided by REALTORS® prior to the signing of any contract. (*Adopted 2/86*)

Article 5

REALTORS® shall not undertake to provide professional services concerning a property or its value where they have a present or contemplated interest unless such interest is specifically disclosed to all affected parties.

Article 6

REALTORS® shall not accept any commission, rebate, or profit on expenditures made for their client, without the client's knowledge and consent.

When recommending real estate products or services (e.g., homeowner's insurance, warranty programs, mortgage financing, title insurance, etc.), REALTORS® shall disclose to the client or customer to whom the recommendation is made any financial benefits or fees, other than real estate referral fees, the REALTOR® or REALTOR®'s firm may receive as a direct result of such recommendation. (*Amended 1/99*)

- **Standard of Practice 6-1**

REALTORS® shall not recommend or suggest to a client or a customer the use of services of another organization or business entity in which they have a direct interest without disclosing such interest at the time of the recommendation or suggestion. (*Amended 5/88*)

Article 7

In a transaction, REALTORS® shall not accept compensation from more than one party, even if permitted by law, without disclosure to all parties and the informed consent of the REALTOR®'s client or clients. (*Amended 1/93*)

Article 8

REALTORS® shall keep in a special account in an appropriate financial institution, separated from their own funds, monies coming into their possession in trust for other persons, such as escrows, trust funds, clients' monies, and other like items.

Article 9

REALTORS®, for the protection of all parties, shall assure whenever possible that all agreements related to real estate transactions including, but not limited to, listing and representation agreements, purchase contracts, and leases are in writing in clear and understandable language expressing the specific terms, conditions, obligations and

commitments of the parties. A copy of each agreement shall be furnished to each party to such agreements upon their signing or initialing. *(Amended 1/04)*

- **Standard of Practice 9-1**

For the protection of all parties, REALTORS® shall use reasonable care to ensure that documents pertaining to the purchase, sale, or lease of real estate are kept current through the use of written extensions or amendments. *(Amended 1/93)*

- **Standard of Practice 9-2**

When assisting or enabling a client or customer in establishing a contractual relationship (e.g., listing and representation agreements, purchase agreements, leases, etc.) electronically, REALTORS® shall make reasonable efforts to explain the nature and disclose the specific terms of the contractual relationship being established prior to it being agreed to by a contracting party. *(Adopted 1/07)*

Duties to the Public

Article 10

REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. REALTORS® shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. *(Amended 1/14)*

REALTORS®, in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. *(Amended 1/14)*

- **Standard of Practice 10-1**

When involved in the sale or lease of a residence, REALTORS® shall not volunteer information regarding the racial, religious or ethnic composition of any neighborhood nor shall they engage in any activity which may result in panic selling, however, REALTORS® may provide other demographic information. *(Adopted 1/94, Amended 1/06)*

- **Standard of Practice 10-2**

When not involved in the sale or lease of a residence, REALTORS® may provide demographic information related to a property, transaction or professional assignment to a party if such demographic information is (a) deemed by

the REALTOR® to be needed to assist with or complete, in a manner consistent with Article 10, a real estate transaction or professional assignment and (b) is obtained or derived from a recognized, reliable, independent, and impartial source. The source of such information and any additions, deletions, modifications, interpretations, or other changes shall be disclosed in reasonable detail. *(Adopted 1/05, Renumbered 1/06)*

- **Standard of Practice 10-3**

REALTORS® shall not print, display or circulate any statement or advertisement with respect to selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. *(Adopted 1/94, Renumbered 1/05 and 1/06, Amended 1/14)*

- **Standard of Practice 10-4**

As used in Article 10 “real estate employment practices” relates to employees and independent contractors providing real estate-related services and the administrative and clerical staff directly supporting those individuals. *(Adopted 1/00, Renumbered 1/05 and 1/06)*

Article 11

The services which REALTORS® 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.

REALTORS® 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. *(Amended 1/10)*

- **Standard of Practice 11-1**

When REALTORS® prepare opinions of real property value or price they must:

- 1) be knowledgeable about the type of property being valued,
- 2) have access to the information and resources necessary to formulate an accurate opinion; and

- 3) be familiar with the area where the subject property is located

unless lack of any of these is disclosed to the party requesting the opinion in advance.

When an opinion of value or price is prepared other than in pursuit of a listing or to assist a potential purchaser in formulating a purchase offer, the opinion shall include the following unless the party requesting the opinion requires a specific type of report or different data set:

- 1) identification of the subject property
- 2) date prepared
- 3) defined value or price
- 4) limiting conditions, including statements of purpose(s) and intended user(s)
- 5) any present or contemplated interest, including the possibility of representing the seller/landlord or buyers/tenants
- 6) basis for the opinion, including applicable market data
- 7) if the opinion is not an appraisal, a statement to that effect
- 8) disclosure of whether and when a physical inspection of the property's exterior was conducted
- 9) disclosure of whether and when a physical inspection of the property's interior was conducted
- 10) disclosure of whether the REALTOR® has any conflicts of interest (*Amended 1/14*)

- **Standard of Practice 11-2**

The obligations of the Code of Ethics in respect of real estate disciplines other than appraisal shall be interpreted and applied in accordance with the standards of competence and practice which clients and the public reasonably require to protect their rights and interests considering the complexity of the transaction, the availability of expert assistance, and, where the REALTOR® is an agent or subagent, the obligations of a fiduciary. (*Adopted 1/95*)

- **Standard of Practice 11-3**

When REALTORS® provide consultive services to clients which involve advice or counsel for a fee (not a commission), such advice shall be rendered in an objective manner and the fee shall not be contingent on the substance of the advice or counsel given. If brokerage or transaction services are to be provided in addition to consultive services, a separate compensation may be paid with prior agreement between the client and REALTOR®. (*Adopted 1/96*)

- **Standard of Practice 11-4**

The competency required by Article 11 relates to services contracted for between REALTORS® and their clients or customers; the duties expressly imposed by the Code of Ethics; and the duties imposed by law or regulation. *(Adopted 1/02)*

Article 12

REALTORS® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations. REALTORS® shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional. *(Amended 1/08)*

- **Standard of Practice 12-1**

REALTORS® may use the term “free” and similar terms in their advertising and in other representations provided that all terms governing availability of the offered product or service are clearly disclosed at the same time. *(Amended 1/97)*

- **Standard of Practice 12-2**

REALTORS® may represent their services as “free” or without cost even if they expect to receive compensation from a source other than their client provided that the potential for the REALTOR® to obtain a benefit from a third party is clearly disclosed at the same time. *(Amended 1/97)*

- **Standard of Practice 12-3**

The offering of premiums, prizes, merchandise discounts or other inducements to list, sell, purchase, or lease is not, in itself, unethical even if receipt of the benefit is contingent on listing, selling, purchasing, or leasing through the REALTOR® making the offer. However, REALTORS® must exercise care and candor in any such advertising or other public or private representations so that any party interested in receiving or otherwise benefiting from the REALTOR®’s offer will have clear, thorough, advance understanding of all the terms and conditions of the offer. The offering of any inducements to do business is subject to the limitations and restrictions of state law and the ethical obligations established by any applicable Standard of Practice. *(Amended 1/95)*

- **Standard of Practice 12-4**

REALTORS® shall not offer for sale/lease or advertise property without authority. When acting as listing brokers

or as subagents, REALTORS® shall not quote a price different from that agreed upon with the seller/landlord. *(Amended 1/93)*

- **Standard of Practice 12-5**

REALTORS® shall not advertise nor permit any person employed by or affiliated with them to advertise real estate services or listed property in any medium (e.g., electronically, print, radio, television, etc.) without disclosing the name of that REALTOR®'s firm in a reasonable and readily apparent manner either in the advertisement or in electronic advertising via a link to a display with all required disclosures. *(Adopted 11/86, Amended 1/16)*

- **Standard of Practice 12-6**

REALTORS®, when advertising unlisted real property for sale/lease in which they have an ownership interest, shall disclose their status as both owners/landlords and as REALTORS® or real estate licensees. *(Amended 1/93)*

- **Standard of Practice 12-7**

Only REALTORS® who participated in the transaction as the listing broker or cooperating broker (selling broker) may claim to have “sold” the property. Prior to closing, a cooperating broker may post a “sold” sign only with the consent of the listing broker. *(Amended 1/96)*

- **Standard of Practice 12-8**

The obligation to present a true picture in representations to the public includes information presented, provided, or displayed on REALTORS®' websites. REALTORS® shall use reasonable efforts to ensure that information on their websites is current. When it becomes apparent that information on a REALTOR®'s website is no longer current or accurate, REALTORS® shall promptly take corrective action. *(Adopted 1/07)*

- **Standard of Practice 12-9**

REALTOR® firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of REALTORS® and non-member licensees affiliated with a REALTOR® firm shall disclose the firm's name and that REALTOR®'s or non-member licensee's state(s) of licensure in a reasonable and readily apparent manner. *(Adopted 1/07)*

- **Standard of Practice 12-10**

REALTORS®' obligation to present a true picture in their advertising and representations to the public includes

Internet content, images, and the URLs and domain names they use, and prohibits REALTORS® from:

- 1) engaging in deceptive or unauthorized framing of real estate brokerage websites;
- 2) manipulating (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- 3) deceptively using metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic; or
- 4) presenting content developed by others without either attribution or without permission; or
- 5) otherwise misleading consumers, including use of misleading images. (*Adopted 1/07, Amended 1/18*)

• **Standard of Practice 12-11**

REALTORS® intending to share or sell consumer information gathered via the Internet shall disclose that possibility in a reasonable and readily apparent manner. (*Adopted 1/07*)

• **Standard of Practice 12-12**

REALTORS® shall not:

- 1) use URLs or domain names that present less than a true picture, or
- 2) register URLs or domain names which, if used, would present less than a true picture. (*Adopted 1/08*)

• **Standard of Practice 12-13**

The obligation to present a true picture in advertising, marketing, and representations allows REALTORS® to use and display only professional designations, certifications, and other credentials to which they are legitimately entitled. (*Adopted 1/08*)

Article 13

REALTORS® shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained when the interest of any party to the transaction requires it.

Article 14

If charged with unethical practice or asked to present evidence or to cooperate in any other way, in any professional standards proceeding or investigation, REALTORS® shall place all pertinent facts before the proper tribunals of the Member Board or affiliated institute, society, or council in which membership is held and shall take no action to disrupt or obstruct such processes. (*Amended 1/99*)

- **Standard of Practice 14-1**

REALTORS® shall not be subject to disciplinary proceedings in more than one Board of REALTORS® or affiliated institute, society, or council in which they hold membership with respect to alleged violations of the Code of Ethics relating to the same transaction or event. *(Amended 1/95)*

- **Standard of Practice 14-2**

REALTORS® shall not make any unauthorized disclosure or dissemination of the allegations, findings, or decision developed in connection with an ethics hearing or appeal or in connection with an arbitration hearing or procedural review. *(Amended 1/92)*

- **Standard of Practice 14-3**

REALTORS® shall not obstruct the Board's investigative or professional standards proceedings by instituting or threatening to institute actions for libel, slander, or defamation against any party to a professional standards proceeding or their witnesses based on the filing of an arbitration request, an ethics complaint, or testimony given before any tribunal. *(Adopted 11/87, Amended 1/99)*

- **Standard of Practice 14-4**

REALTORS® shall not intentionally impede the Board's investigative or disciplinary proceedings by filing multiple ethics complaints based on the same event or transaction. *(Adopted 11/88)*

Duties to REALTORS®

Article 15

REALTORS® shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. *(Amended 1/12)*

- **Standard of Practice 15-1**

REALTORS® shall not knowingly or recklessly file false or unfounded ethics complaints. *(Adopted 1/00)*

- **Standard of Practice 15-2**

The obligation to refrain from making false or misleading statements about other real estate professionals, their businesses, and their business practices includes the duty to not knowingly or recklessly publish, repeat, retransmit, or republish false or misleading statements made by others. This duty applies whether false or misleading statements are repeated in person, in writing,

by technological means (e.g., the Internet), or by any other means. *(Adopted 1/07, Amended 1/12)*

- **Standard of Practice 15-3**

The obligation to refrain from making false or misleading statements about other real estate professionals, their businesses, and their business practices includes the duty to publish a clarification about or to remove statements made by others on electronic media the REALTOR® controls once the REALTOR® knows the statement is false or misleading. *(Adopted 1/10, Amended 1/12)*

Article 16

REALTORS® shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other REALTORS® have with clients. *(Amended 1/04)*

- **Standard of Practice 16-1**

Article 16 is not intended to prohibit aggressive or innovative business practices which are otherwise ethical and does not prohibit disagreements with other REALTORS® involving commission, fees, compensation or other forms of payment or expenses. *(Adopted 1/93, Amended 1/95)*

- **Standard of Practice 16-2**

Article 16 does not preclude REALTORS® from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another REALTOR®. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed “general” for purposes of this standard. *(Amended 1/04)*

Article 16 is intended to recognize as unethical two basic types of solicitations:

First, telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another REALTOR® and

Second, mail or other forms of written solicitations of prospects whose properties are exclusively listed with another REALTOR® when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations

of current listings, “for sale” or “for rent” signs, or other sources of information required by Article 3 and Multiple Listing Service rules to be made available to other REALTORS® under offers of subagency or cooperation. *(Amended 1/04)*

- **Standard of Practice 16-3**

Article 16 does not preclude REALTORS® from contacting the client of another broker 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 service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers’ exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other REALTORS® to whom such offers to provide services may be made. *(Amended 1/04)*

- **Standard of Practice 16-4**

REALTORS® shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the REALTOR®, refuses to disclose the expiration date and nature of such listing, i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client, the REALTOR® may contact the owner to secure such information and may discuss the terms upon which the REALTOR® might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing. *(Amended 1/94)*

- **Standard of Practice 16-5**

REALTORS® shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a REALTOR®, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the REALTOR® may contact the buyer/tenant to secure such information and may discuss the terms upon which the REALTOR® might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. *(Adopted 1/94, Amended 1/98)*

- **Standard of Practice 16-6**

When REALTORS® are contacted by the client of another REALTOR® regarding the creation of an exclusive relationship to provide the same type of service, and REALTORS® have

not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. *(Amended 1/98)*

- **Standard of Practice 16-7**

The fact that a prospect has retained a REALTOR® as an exclusive representative or exclusive broker in one or more past transactions does not preclude other REALTORS® from seeking such prospect's future business. *(Amended 1/04)*

- **Standard of Practice 16-8**

The fact that an exclusive agreement has been entered into with a REALTOR® shall not preclude or inhibit any other REALTOR® from entering into a similar agreement after the expiration of the prior agreement. *(Amended 1/98)*

- **Standard of Practice 16-9**

REALTORS®, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. *(Amended 1/04)*

- **Standard of Practice 16-10**

REALTORS®, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. *(Amended 1/04)*

- **Standard of Practice 16-11**

On unlisted property, REALTORS® acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. *(Amended 1/04)*

REALTORS® shall make any request for anticipated compensation from the seller/landlord at first contact. *(Amended 1/98)*

- **Standard of Practice 16-12**

REALTORS®, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable

and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. *(Amended 1/04)*

- **Standard of Practice 16-13**

All dealings concerning property exclusively listed, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, REALTORS® shall ask prospects whether they are a party to any exclusive representation agreement. REALTORS® shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. *(Adopted 1/93, Amended 1/04)*

- **Standard of Practice 16-14**

REALTORS® are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. *(Amended 1/98)*

- **Standard of Practice 16-15**

In cooperative transactions REALTORS® shall compensate cooperating REALTORS® (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other REALTORS® without the prior express knowledge and consent of the cooperating broker.

- **Standard of Practice 16-16**

REALTORS®, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. *(Amended 1/04)*

- **Standard of Practice 16-17**

REALTORS®, acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to

extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. *(Amended 1/04)*

- **Standard of Practice 16-18**

REALTORS® shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. *(Amended 1/02)*

- **Standard of Practice 16-19**

Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord. *(Amended 1/93)*

- **Standard of Practice 16-20**

REALTORS®, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude REALTORS® (principals) from establishing agreements with their associated licensees governing assignability of exclusive agreements. *(Adopted 1/98, Amended 1/10)*

Article 17

In the event of contractual disputes or specific non-contractual disputes as defined in Standard of Practice 17-4 between REALTORS® (principals) associated with different firms, arising out of their relationship as REALTORS®, the REALTORS® shall mediate the dispute if the Board requires its members to mediate. If the dispute is not resolved through mediation, or if mediation is not required, REALTORS® shall submit the dispute to arbitration in accordance with the policies of the Board rather than litigate the matter.

In the event clients of REALTORS® wish to mediate or arbitrate contractual disputes arising out of real estate transactions, REALTORS® shall mediate or arbitrate those disputes in accordance with the policies of the Board, provided the clients agree to be bound by any resulting agreement or award.

The obligation to participate in mediation and arbitration contemplated by this Article includes the obligation of REALTORS® (principals) to cause their firms to mediate and

arbitrate and be bound by any resulting agreement or award.
(Amended 1/12)

- **Standard of Practice 17-1**

The filing of litigation and refusal to withdraw from it by REALTORS® in an arbitrable matter constitutes a refusal to arbitrate. (Adopted 2/86)

- **Standard of Practice 17-2**

Article 17 does not require REALTORS® to mediate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to mediate through the Board's facilities. The fact that all parties decline to participate in mediation does not relieve REALTORS® of the duty to arbitrate.

Article 17 does not require REALTORS® to arbitrate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to arbitrate before the Board. (Amended 1/12)

- **Standard of Practice 17-3**

REALTORS®, when acting solely as principals in a real estate transaction, are not obligated to arbitrate disputes with other REALTORS® absent a specific written agreement to the contrary. (Adopted 1/96)

- **Standard of Practice 17-4**

Specific non-contractual disputes that are subject to arbitration pursuant to Article 17 are:

- 1) Where a listing broker has compensated a cooperating broker and another cooperating broker subsequently claims to be the procuring cause of the sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the listing broker and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. (Adopted 1/97, Amended 1/07)

- 2) Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the seller or landlord and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. *(Adopted 1/97, Amended 1/07)*
- 3) Where a buyer or tenant representative is compensated by the buyer or tenant and, as a result, the listing broker reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. *(Adopted 1/97)*
- 4) Where two or more listing brokers claim entitlement to compensation pursuant to open listings with a seller or landlord who agrees to participate in arbitration (or who requests arbitration) and who agrees to be bound by the decision. In cases where one of the listing brokers has been compensated by

the seller or landlord, the other listing broker, as complainant, may name the first listing broker as respondent and arbitration may proceed between the brokers. (*Adopted 1/97*)

- 5) Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, claims to be the procuring cause of sale or lease. In such cases arbitration shall be between the listing broker and the buyer or tenant representative and the amount in dispute is limited to the amount of the reduction of commission to which the listing broker agreed. (*Adopted 1/05*)

- **Standard of Practice 17-5**

The obligation to arbitrate established in Article 17 includes disputes between REALTORS® (principals) in different states in instances where, absent an established inter-association arbitration agreement, the REALTOR® (principal) requesting arbitration agrees to submit to the jurisdiction of, travel to, participate in, and be bound by any resulting award rendered in arbitration conducted by the respondent(s) REALTOR®'s association, in instances where the respondent(s) REALTOR®'s association determines that an arbitrable issue exists. (*Adopted 1/07*)

Explanatory Notes

The reader should be aware of the following policies which have been approved by the Board of Directors of the National Association:

In filing a charge of an alleged violation of the Code of Ethics by a REALTOR®, the charge must read as an alleged violation of one or more Articles of the Code. Standards of Practice may be cited in support of the charge.

The Standards of Practice serve to clarify the ethical obligations imposed by the various Articles and supplement, and do not substitute for, the Case Interpretations in *Interpretations of the Code of Ethics*.

Modifications to existing Standards of Practice and additional new Standards of Practice are approved from time to time. Readers are cautioned to ensure that the most recent publications are utilized.

Appendix B

Sanctioning Guidelines

The Code of Ethics is designed to establish a public and professional consensus against which the practice and conduct of REALTORS® and REALTOR-ASSOCIATE®S may be judged. REALTORS® and REALTOR-ASSOCIATE®S in joining a Board signify their intention to abide by the Code and thereby enhance the public and professional image of themselves and all other REALTORS®. Adherence to the Code is the first great bond between REALTORS® and REALTOR-ASSOCIATE®S throughout the country, and is an obligation voluntarily accepted by them to ensure high standards of professional conduct to serve the interests of their clients and customers (from the Introduction to the Code of Ethics and Arbitration Manual, NATIONAL ASSOCIATION OF REALTORS®, 2019 edition).

Local Boards of REALTORS®, supported by the state and National Associations, have the awesome responsibility of fostering awareness, understanding, and appreciation for the duties and obligations the Code imposes on those who accept it as their guide to professionalism. A corollary duty of Boards is to receive and resolve complaints alleging potentially unethical conduct by REALTORS®.

The REALTOR® organization is firmly committed to comprehensive education of REALTORS® and the public about the Code and the protections it affords, and also to vigorous, fair, and uniform enforcement when complaints are brought against members. The *Code of Ethics and Arbitration Manual* (Manual) details policies and procedures governing enforcement efforts.

Code enforcement achieves a number of goals. Where REALTORS® are wrongly or mistakenly charged with unethical conduct, the hearing process provides personal and professional vindication. Where violations are determined, the hearing process educates members about their professional obligations and serves as a meaningful deterrent to future violations. The Introduction goes on to point out that the ethics hearing process “. . . is educational in that it raises the consciousness of members to the meaning and significance of the Code” and that “many ethics violations occur inadvertently or through ignorance, and the hearing procedure serves as an effective educational tool.”

Allegations of unethical conduct are often understandably viewed by respondents as threats to their professional and personal reputations. This can result not only in

the mounting of vigorous defenses but also, at times, to threats of legal challenge should a violation be determined and discipline imposed. Given that membership confers valuable rights, Boards need to strictly adhere to their established procedures when considering potential ethics violations. This caution ensures that the rights of the parties will be observed and that legal exposure of Boards will be minimized.

At the same time, well-founded caution should not be confused with reservation, reluctance, or hesitancy. The Code's duties become aspirations at best, and potentially meaningless, if not enforced, and enforced with vigor and determination.

Fundamental to fair and consistent Code enforcement is reasonable and judicious use of discipline, as both an educational device and as punishment. The Manual authorizes a wide variety of sanctions that may be imposed for ethics violations and for violations of other membership duties. These range from simple letters of warning to expulsion from REALTOR® membership. Between these extremes are mandatory attendance at remedial educational sessions, fines, probation, and suspension. These sanctions, and the circumstances under which they may be imposed, are discussed in detail in the Manual.

The National Association does not recommend specific discipline for certain offenses, or for violations of particular Articles of the Code. This is in deference to the wisdom and autonomy of Hearing Panels privy to the details of complaints coming before them; in recognition of the fact that no two complaints are identical; and in view of the fact that the details of each hearing, including the experience of respondents, their history of prior violations, and mitigating or extenuating circumstances, may all come into play in determining an appropriate penalty. At the same time, there are key points to be considered with respect to discipline.

- Discipline that can be imposed is strictly limited to those forms authorized in the Manual.
- Discipline should be commensurate with the offense. Unintentional or inadvertent violations should result in penalties designed to educate respondents as to the conduct expected of them as REALTORS®. Conversely, if a REALTOR® intentionally violates the Code, for example to realize an economic gain, a more severe sanction would be appropriate. Only authorized forms of discipline may be utilized.
- Discipline should be progressive. The disciplinary emphasis on violations by new members or by

longstanding members with no history of unethical conduct should be primarily educational. Repeated or subsequent violations should be addressed with more serious forms of discipline including substantial fines, suspension, and termination of membership. (See the section of this Appendix entitled “Progressive Discipline” for a more detailed discussion of progressive discipline).

- A “gray area” can exist with respect to “first time violations” that are clearly not the result of ignorance or mistake but rather demonstrate flagrant disregard for the Code’s obligations. While the educational aspect of Code enforcement cannot be disregarded, the fact that the Code exists to protect the public must also be seriously considered in determining commensurate discipline.
- Mitigating or extenuating circumstances should be considered in determining appropriate discipline. The fact that a respondent recognized or acknowledged inappropriate or unethical conduct, or took steps to remediate or minimize harm or injury that may have resulted from the respondent’s conduct, should be considered in determining appropriate discipline.
- Respondents’ records of earlier violations (or, conversely, the fact that they have not violated the Code in the past) can be considered in determining appropriate discipline. Hearing Panels cannot consider past violations in deciding whether the conduct currently complained of violated the Code.

Crafting appropriate, meaningful discipline can challenge panels that have concluded that the Code has been violated. This discussion is offered as guidance, rather than as a hard and fast template, to assist panels in meeting their key role in ensuring the Code’s viability and vitality through vigorous and evenhanded enforcement. Suggested guidelines that can be modified locally so long as the discipline proposed is consistent with the permissible forms authorized in the National Association’s *Code of Ethics and Arbitration Manual*, can be found in the section of this Appendix entitled “Disciplinary Guidelines.”

Progressive Discipline

Discipline imposed for violations of the Code of Ethics or for violations of other membership duties should be progressive, that is discipline should increase incrementally for subsequent violations. The disciplinary emphasis where first time violations occur should be primarily educational. Repeated or subsequent violations should result in more serious forms of discipline being

utilized, including substantial fines, suspension, and termination of membership. At the same time, a gray area can exist where a first time violation is not attributable to ignorance or oversight but rather to blatant disregard for the Code and its obligations. While the educational emphasis of Code enforcement cannot be disregarded, the fact that the Code exists to protect the public must be carefully considered in determining appropriate discipline. Two contrasting examples are provided to illustrate these points.

Example 1: REALTOR® A, who had recently earned her real estate license, was found to have violated Article 12 for advertising a listed property without disclosing her status as either a REALTOR® or as a real estate licensee. At the hearing, REALTOR® A acknowledged her oversight and it was clear to the Hearing Panel that the violation was inadvertent and unintentional. The panel concluded that a letter of reprimand and attendance at a three (3) hour Code of Ethics update session was appropriate.

Two months later, REALTOR® A was charged with a nearly identical violation. After concluding that she had, in fact, violated Article 12, the Hearing Panel was given access to REALTOR® A's files to see whether REALTOR® A had previously violated the Code so that appropriate discipline could be recommended. It was the conclusion of the Hearing Panel that a second violation of the same Article, occurring just months after the first violation, warranted more serious discipline. REALTOR® A was fined \$500 and required to attend a full day ethics education program.

Three months later, REALTOR® A was again found to have violated Article 12. The Hearing Panel was then given access to REALTOR® A's file and, upon learning of the two (2) prior violations in less than a year, recommended a \$5,000 fine.

Example 2: REALTOR® B, who had recently received his real estate license, was found to have violated Article 4 for failing to disclose to his seller-client that the purchaser that REALTOR® B had procured was, in fact, REALTOR® B's wife. In determining appropriate discipline, the Hearing Panel considered REALTOR® B's limited experience in the real estate business and the fact that this was the first time that REALTOR® B had been found in violation of the Code. The Hearing Panel also considered that REALTOR® B's failure to disclose had not been inadvertent or unintentional and that REALTOR® B had knowingly concealed from his client a key fact that might have influenced the client's decision to accept the offer from REALTOR® B's wife. Based on the seriousness of the violation and REALTOR® B's conscious disregard for his

disclosure obligation, the Hearing Panel recommended a \$5,000 fine and retaking the ethics orientation required for new members.

Disciplinary Guidelines

Code enforcement achieves a number of important goals. Where REALTORS® have been wrongly or mistakenly charged with unethical conduct, the hearing process provides personal and professional vindication. Where violations are determined, the hearing process and resulting discipline educates members about their professional obligations and serves as a meaningful deterrent to future violations.

Determining that a violation of one or more Articles has occurred is only a part of a Hearing Panel's job. Equally important is crafting discipline commensurate with the offense. Panels will want to consider that many violations occur due to lack of familiarity with the Code and its obligations, inexperience, oversight, or as unintentional mistakes. In such cases, the primary purpose of discipline should be educational to ensure that similar violations do not occur in the future. In other cases, violations can occur because of knowing disregard for the Code and its duties. In such cases, greater emphasis will be placed on the punitive nature of discipline.

Factors Hearing Panels should consider in determining appropriate discipline include, but are not necessarily limited to:

- (1) The nature of the violation.
- (2) Harm caused by the violation. Was the violation a minor mistake causing little or no harm or, alternatively, was a client, customer, member of the public, or another REALTOR® harmed?
- (3) Was the violation inadvertent or unintentional or, conversely, was it the result of knowing disregard for the Code's obligations?
- (4) How much real estate experience did the violator have? Did he, or should he, have known better?
- (5) Has the violator been found in violation of the Code previously? How often? How recently? Is the current violation related or similar to earlier violations?
- (6) Are there mitigating or extenuating circumstances that should be considered in determining appropriate discipline?

- (7) Did the violator acknowledge the violation? Did the violator express remorse or contrition?
- (8) Are there other factors that ought to be considered?

With these questions in mind, panels can be guided by (but are not bound by) the following guidelines which may be modified locally at the discretion of each local Board.

First violation example #1 (or first violation within three [3] years):

- violation considered relatively minor, or
- little or no harm or injury caused to others, or
- violation resulted from ignorance or misunderstanding

Possible discipline:

- letter of warning
- fine of \$500 or less
- attendance at relevant education session
- any combination of the above

First violation example #2 (or first violation within three [3] years):

- violation considered relatively serious, or
- some harm or injury caused to others, or
- violation resulted from disregard for the Code's obligations

Possible discipline:

- letter of reprimand
- fine of \$2,000 or less
- attendance at relevant education session(s)
- any combination of the above

First violation example #3 (or first violation within three [3] years):

- violation considered very serious, or
- substantial harm or injury caused to others, or
- violation resulted from knowing disregard of the Code's obligations

Possible discipline:

- letter of reprimand
- fine of \$10,000 or less
- attendance at relevant education session(s)
- suspension for ninety (90) days or less
- any combination of the above

(Revised 11/14)

Repeat violations example #1 (within three [3] years):

- current violation considered relatively minor, or
- little or no harm or injury caused to others, or
- violation resulted from ignorance or misunderstanding

Possible discipline:

- attendance at relevant education session(s) or course
- fine of \$2,000 or less

(Revised 11/14)

Repeat violations example #2 (within three [3] years):

- current violation considered relatively serious, or
- some harm or injury caused to others, or
- violation resulted from disregard for the Code's obligations

Possible discipline:

- attendance at relevant education session(s) or course
- fine of \$10,000 or less
- suspension for three (3) months or less
- any combination of the above (*Revised 11/14*)

Repeat violations example #3 (within three [3] years):

- violations considered very serious, or
- substantial harm or injury caused to others, or
- violation resulted from knowing disregard for the Code's obligations

Possible discipline:

- attendance at relevant education session(s) or course
- fine of \$15,000 or less
- suspension for six (6) months or less
- any combination of the above (*Revised 11/13*)

In addition to imposing discipline, the Hearing Panel can also recommend to the Board of Directors that the disciplined member be put on probation. Probation is not a form of discipline. When a member is put on probation the discipline recommended by the Hearing Panel is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the Code of Ethics during the probationary period may, at the discretion of the 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 member'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 the imposition of other forms of discipline which will not be held in abeyance. (*Revised 5/14*)

More serious forms of discipline (including possible termination of MLS privileges, suspension from membership for up to one [1] year, or termination of membership) may be appropriate in cases of very serious violations or in cases of repeated violations. (*Revised 11/13*)

Important Note: These are not sentencing rules or requirements, but rather simply suggestions to guide Hearing Panels in determining appropriate discipline based both on the current violation and the violator's previous record of ethical conduct.

NOTES