

# South Central Wisconsin MLS Corporation

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## SCWMLS Handbook

**(Bylaws)  
(Policies and Procedures)**



MLS property listings on the internet at:

[www.wisconsinhomes.com](http://www.wisconsinhomes.com)

[www.realtor.com](http://www.realtor.com)

Additional MLS information and forms are on the MLS website: [www.scwmls.com](http://www.scwmls.com)

**Effective July 2021**

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For additional forms and information see the MLS website [www.scwmls.com](http://www.scwmls.com)

## **Introduction to Handbook**

### **I. Purpose**

The purpose of this Handbook is to provide guidelines for professional and effective use of the MLS system.

### **II. Revision**

The date on the cover page shows the date the Handbook was revised.

### **III. Compliance**

For maximum benefit to all Participants and subscribers, everyone will be expected to abide by all rules, regulations, and instructions at all times. The MLS Committee will institute compliance procedures from time to time as needed.

### **IV. Input**

Your comments, criticism, and suggestions are encouraged at all times. This is your book, for your system, and we want it to be as useful as possible. No matter how large or small the item, if you think it will be helpful in any way, please write or call the MLS Committee Chairperson.

### **V. Who Should Have**

Every person or department in a Participant office (broker, salesperson, secretary, closing department, etc.) should have access to the Handbook and keep it up to date with the revised sheets that will be issued from time to time. Additional copies can be ordered as needed from the Association office, in any reasonable quantity. There is no charge.

## **Bylaws of the South Central Wisconsin MLS Corporation**

### **OWNERSHIP**

The South Central Wisconsin MLS Corporation is a Wisconsin corporation owned entirely by the REALTORS® Association of South Central Wisconsin, Inc.

### **ARTICLE I**

- A. NAME. The name of the corporation is the South Central Wisconsin MLS Corporation, hereinafter referred to as the Service.
- B. FISCAL AND ELECTIVE YEAR. The fiscal and elective year of the Service shall be the calendar year.

### **ARTICLE II**

- A. PURPOSES. A multiple listing service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law); by which cooperation among Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of sale (or lease).

The Multiple Listing Service shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants or between Participants and non-Participants. The compensation, if any, offered by a listing broker to a cooperating broker representing a prospective purchaser in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.

- B. SERVICE AREA. Dane County and the surrounding Wisconsin counties of Adams, Columbia, Crawford, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jackson, Jefferson, Juneau, Lafayette, Marquette, Monroe, Richland, Rock, Sauk, Vernon, Walworth, Waushara and Wood Counties shall be the service area of the South Central Wisconsin Multiple Listing Service.
- C. PARTICIPATION
  - 1. REALTOR® Participation Defined

Any REALTOR® of this or any other Association who is a principal, partner, or corporate officer, or branch office manager acting on behalf of a principal,

without further qualification, except as otherwise stipulated in the Bylaws and Rules and Regulations, shall be eligible to participate in Multiple Listing Service upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "Membership" or "Participation" unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by the Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by the Board Multiple Listing Service where access to such information is prohibited by law.

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit the MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought.

This requirement does not permit the MLS to deny participation to a Participant or potential Participant that operates a "Virtual Office Website" (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants.

## 2. Application for Participation

Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors of the Service and made available to any REALTOR® (Participant Member) requesting it. The application form shall contain a signed statement agreeing to abide by these Bylaws and any other applicable Rules and Regulations of the Service as from time to time adopted or amended.

3. Discontinuance of Service

Participants of the Service may discontinue the Service at any time by giving the Service written notice, and may re-apply to the Service by making formal application in the manner prescribed for new applicants for participation, provided all past dues and fees are fully paid.

- D. SERVICE CHARGES. Charges made for participation in the Service shall be as determined by the Board of Directors and approved by the Board of Directors of the RASCW and shall approximate cost of bringing the Service to the Participant. Forms of charge shall be specified in the Rules and Regulations of the Service. The Executive Officer shall maintain and make accessible to Participants a complete and current listing of all charges, fees and fines of the Service.

**ARTICLE III**

- A. FINANCES. The South Central Wisconsin MLS Corporation is a wholly owned subsidiary of the REALTORS® Association of South Central Wisconsin, Inc. a Wisconsin Corporation also known as the "RASCW".
- B. BUDGET. Annually, the Directors of the Service shall establish a line item operating and capital budget for all income and expenditures and from which dues and fees shall be calculated and assessed. Such budget shall be approved by the Directors of the RASCW and shall not deviate in line item expenses in excess of \$2,000 without prior approval of the RASCW.

**ARTICLE IV**

- A. BOARD OF DIRECTORS. The Board of Directors of the Service shall be the governing body of the Service and shall, except for the budget described in Article III, B above, have control of all the affairs of the Service, shall authorize all expenditures of funds, and shall adopt such Rules and Regulations that they may deem appropriate subject to final approval by the RASCW Board of Directors.

There shall be an Executive Committee comprised of the President, Vice President and Treasurer of the Service.

All Directors must be Participants in the Service or qualified designees of Participants. A qualified designee of a Participant shall have an ownership interest in the Participant, or absent an ownership interest shall hold a management position in the Participant, and shall be a real estate broker licensed by the State of Wisconsin. A Director who ceases

to be a Participant in the Service or qualified designee of a Participant shall automatically be removed from the Board of Directors.

No Participant firm shall have more than one (1) individual serve as a Director at the time of election. In the event a merger, consolidation or acquisition by or between Participant firms, or in the event of the transfer of licensure by an individual from one Participant firm to another, results in a Participant firm having more than one (1) individual serving as a Director, the individuals may only serve the remainder of the current year. Thereafter, the Participant shall select from the individuals representing the Participant one (1) individual to fulfill the remainder of his/her term as a Director.

- B. ELECTION. There shall be thirteen (13) Directors. New Directors shall be elected each October by the Board of Directors of RASCW. The appointment shall be for three (3) years with at least four (4) appointments being made each year. In addition, one Director each October shall be selected by RASCW President-Elect, who shall be the RASCW President-Elect or the RASCW President-Elect's designee (selected from the members of the Board of Directors of the RASCW) and who shall serve for a one-year term. Lastly, one additional Director shall be selected annually by the Rock Green REALTORS® Association.

NOTE: The composition of the Board of Directors of the Service, not including the RASCW President or his/her designee, or the Director from the Rock Green REALTORS® Association, is recommended to be as follows: five (5) Directors from the five largest Participant firms; two (2) Directors from the next five largest Participant firms; two (2) Directors from Participant firms with ten (10) or more agents (not including Participant firms in (a) and (b)); four (4) Directors from Participant firms with nine (9) agents or less. Participant firm size shall be determined as of July 31 of each year.

Directors from Participant firms other than the five largest firms who have served more than 5 consecutive years shall not be eligible for re-election until after at least one year from the end of the Director's last term. There shall not be a limitation on term service for Directors from the five largest firms.

The Executive Committee shall annually notice the Participants of the election of Directors, nominate candidates to fill any vacancies on the Board of Directors occurring as a result of the expiration of a Director's term of office from a list of Participants in the Service, or the designees of the Participants. The Board of Directors of the Service shall vote to approve a candidate for each vacancy from the said nominations no later than its October meeting and recommend that said candidates be elected by the Board of Directors of the RASCW. The President of the Service shall appoint Directors to fill any vacancies on the Board of Directors occurring as a result of resignation, death, removal by the RASCW Board of Directors, or other cause.

A Director may be removed from office by a vote of the RASCW Board of Directors taken at any RASCW Directors meeting called for that purpose. A Director may resign at any time by delivering a written resignation to the Board of Directors of the Service, the President of the Service, or the President of the RASCW.

- C. MEETINGS. The Board of Directors shall meet at least monthly as designated by the Directors, or upon call of the President. A majority of the Directors shall constitute a quorum. Absence from four (4) meetings in a twelve-month period shall be construed as a resignation.
- D. DIRECTOR PARTICIPATION IN SANCTION DISCUSSIONS. During review of a potential MLS rule violation, any Director who is with the same firm as an agent involved shall be excluded from voting. In addition, during discussion, said Director shall be given an opportunity to provide insight they may have that may help to clarify the details of the complaint. Once that insight is provided, said Director should refrain from further comments unless asked a specific question for clarification.
- E. CONFLICT OF INTEREST. A Conflict of Interest Policy shall be distributed to and subscribed by each Director and Officer annually. The Conflict of Interest Policy is as follows:
1. Officers and Directors shall promptly disclose all material financial interests and any other circumstances which may result in a material conflict of interest to the Executive Vice President. The disclosure shall be made prior to the discussion of any matter relating to the financial interest or other conflict of interest. The Executive Vice President (and legal counsel, if appropriate) shall determine if a material conflict of interest exists.

If it is decided that a material conflict of interest exists, the Director or Officer shall be promptly notified of the decision. If the material conflict of interest relates to a matter which is the subject of current or upcoming discussion, the Director or Officer shall not: 1) Participate in the discussion of the matter without full disclosure of the material conflict of interest prior to participation in the discussion; 2) Vote on any matter for which the Director or Officer has a material conflict of interest. The board may ask Directors with material conflicts of interest to leave the meeting during discussion of the matter giving rise to the conflict. The Board minutes shall state which Directors or Officers were present for the discussion, the content of the discussion and any roll call of the vote.

If the material conflict of interest is of an ongoing nature, the Director or Officer shall eliminate the conflict of interest or resign from the Board and/or his or her position as Officer.

2. An Officer or Director has a financial interest if that person has, or may acquire as a result of the matter being deliberated, directly or indirectly, through business, investment or family:
  - An ownership or investment interest in any entity with which the SCWMLS has a transaction or business arrangement.
  - A compensation agreement with the SCWMLS or with any entity or individual with which the SCWMLS has a business arrangement.
  - A potential ownership or investment interest or compensation agreement with such entity.
  - Compensation includes direct or indirect remuneration as well as gifts or favors that are substantial in nature.

3. A material conflict of interest is a situation where a Director or Officer has a financial, personal or other interest which has a significant likelihood of preventing the Director or Officer from fulfilling his or her fiduciary duties to the SCWMLS.

## **ARTICLE V**

- A. **OFFICERS.** The elective officers of the Service, all of whom must hold a Wisconsin Real Estate License, shall be a President, Vice President, and a Treasurer. Officers shall be elected by the Directors for terms of one year and shall be installed no later than the 3rd week in January. No President shall be eligible to serve two consecutive terms.
- B. **ELECTION OF OFFICERS.** The election of officers may be by secret ballot, but no officer shall be elected with less than four favorable votes. The Board of Directors, at its first meeting in March, shall select from among the Directors whose terms extend beyond the current elective year a President-elect who shall succeed to the Presidency. If the Directors cannot select or choose not to select a President-elect at the March meeting, then the President-elect shall be elected with the Vice President and Treasurer. Within ten days after the October Directors' meeting, the Directors and the newly elected Directors shall meet and elect from their members a Vice President and Treasurer. If the Board of Directors did not choose a President-elect at its March meeting, or such President-elect cannot or will not serve, then the holdover and newly elected Directors shall select from their members a President-elect. A vacancy in an office shall be filled by the Board of Directors for the balance of that term.
- C. **DUTIES OF OFFICERS.** The duties of the officers shall be such as their titles, by general usage, would suggest, and as may be assigned to them by the Board of Directors.
- D. **OTHER OFFICERS AND STAFF.** The Board of Directors may employ such personnel as may be required to properly conduct the activities of the MLS, and may create additional offices including an Executive Vice President, with that person acting as Corporate Secretary. The RASCW and the MLS may share staff as agreed between them.

## **ARTICLE VI**

- A. **MEETING OF PARTICIPANTS.** An annual meeting of the Participants for presentation of the upcoming budget shall be in November of each year, the date, place and hour to be designated by the Board of Directors. Special meetings of the Participants may be called at the discretion of the President or the Board of Directors or upon the written request of 25% of the Participants in good standing.
- B. **MLS COMMITTEE.** There shall be an MLS Committee appointed by the President subject to confirmation by the Board of Directors.
  1. **Members.** This Committee shall consist of fourteen (14) persons, all of whom shall represent firms who are subscribing Members of the Service. In confirming appointments to the Committee, the Directors shall consider size and geographic location of the person's firm along with any specialty practice of the person with

the goal of reflecting the business diversity of the Member firms of the Service on the Committee. The appointment shall be for three (3) years with at least four (4) appointments being made each year. Committee members who have served more than 5 consecutive years shall not be eligible for re-appointment until after at least one year from the end of the member's last term. Each year the President shall appoint a Chairman from the Committee members, subject to approval of the Directors. Additionally, task forces may be formed by the Committee, appointed by the President, and confirmed by the Board of Directors. Any committee member whose firm drops its MLS membership or who remains absent for three (3) meetings in a calendar year shall automatically forfeit appointment, unless restored to the committee by the Board of Directors. Any vacancies shall be filled for the unexpired term in the same manner as initial appointments. In addition to the above, one committee member shall be selected annually by the Rock Green REALTORS® Association.

2. Purpose. The Committee shall advise and assist in the operation of the MLS and propose Rules and Regulations relating to MLS operations necessary for the orderly dissemination of information and services to the subscribers. All actions shall require at least eight (8) affirmative votes with the Chairman always eligible to vote, and any changes shall be distributed to the membership fifteen (15) days prior to effective date. Approval or rejection of such recommendations of the MLS Committee shall rest with the Board of Directors.

## **ARTICLE VII**

- A. AMENDMENTS. These Bylaws may be altered, amended, repealed or added to by the affirmative vote of the Board of Directors of the RASCW provided that, at least ten (10) days prior to such vote, a written notice shall have been sent to each director of the RASCW stating existing bylaw and change.

Either the Board of Directors of the RASCW or the Board of Directors of the Service may propose changes to these Bylaws.

- B. RULES AND REGULATIONS. Rules and Regulations of the Service shall be adopted and amended by the Board of Directors of the Service, only with approval of the Board of Directors of the RASCW.

## **ARTICLE VIII**

The Service shall provide indemnification of officers and directors as permitted by law. The Service may also maintain insurance to fund its obligations hereunder.

## **ARTICLE IX**

In the event this Service shall at any time terminate its activities, the Board of Directors of the Service shall consider and adopt a plan of liquidation and dissolution with the approval of the Participants thereof and of the Board of Directors of the REALTORS® Association of South Central Wisconsin. Said plan shall provide for the collection of all assets, the payment of all liabilities, and that the remaining portions thereof be assigned to the parent

corporation, namely, the REALTORS® Association of South Central Wisconsin.

## **Rules & Regulations of the South Central Wisconsin MLS Corporation**

### **I. Membership**

#### **REALTOR® Membership**

- A. Any REALTOR® of this or any other Association who is a principal, partner, corporate officer or branch office manager acting on behalf of a principal (hereinafter referred to as "Participant") who holds a valid Wisconsin real estate broker's license, or is a Wisconsin licensed or certified appraiser, may contract with the South Central Wisconsin MLS Corporation upon filing a list of the principal member(s) of the firm and payment of the Participant's entrance fee. This contract shall entitle the Participant and other non-principal brokers, sales licensees, appraisers, affiliated unlicensed administrative and clerical staff, or personal assistants (hereinafter referred to as "subscribers") of the firm to all the benefits and services of the MLS Corporation subject to its Rules & Regulations.
- B. The South Central Wisconsin MLS Corporation Board of Directors may make available to non-Participants some of the services of MLS (i.e. public records data) at a charge to be determined according to the services rendered. Statistical and comparable data are a service of the RASCW and shall be made available to Association Members actively engaged in the real estate business at a cost to be determined by the SCWMLS.
- C. A current list of Participants shall be kept by the Executive Officer of the REALTORS® Association of South Central Wisconsin, Inc. Changes to this list are to be made as follows:
  1. Addition of new Participants per I.A. above.
  2. Changes in current Participant ownership upon filing of the pertinent information as to the change and payment of a fee as determined by the REALTORS® Association. (Nothing in this section shall be construed to imply general, open marketability of the Participant membership. The intent is that any transfer of a Participant membership shall be between parties with a pre-existing business relationship within the firm.)
  3. Any Participant who drops from the Service but maintains REALTOR® membership in good standing may reinstate membership in the MLS at a fee to be determined by the Directors of the Service, provided all past dues and fees are paid.
  4. Participants of the Service may discontinue the Service by giving the Service written notice, and may re-apply to the Service by making formal application in the manner prescribed for new applicants for participation provided all past dues and fees are fully paid.

- D. Membership Transfer: When a salesperson or licensed or certified appraiser transfers from one Participant to another, notice must be submitted to Service.
- E. Membership Waiver: Quarterly dues can be waived for licensed hourly or salaried employees of a Participant. To qualify, an employee cannot accept commissions as a form of compensation, or list or sell real estate. In addition, the employee and the MLS Participant must sign a waiver form.
- F. Waiver of Dues for Individual Who Does Not Use the Service: Quarterly dues can be waived for any individual employed or affiliated as an independent contractor with a Participant who does not actually have access to and use of the Service. The exemption for any individual shall automatically be revoked upon the individual's utilization of the Service in any manner. A waiver form must be signed by the Participant and individual.

The SCWMLS will provide Participants with the option of a no-cost waiver of MLS fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. The SCWMLS may, at their discretion, require that Participants sign a certification for nonuse of its SCWMLS services by their licensees, which can include penalties and termination of the waiver if violated.

- G. Waiver of Dues: Requests for waiver of MLS dues in situations of prolonged illness and military leave will be reviewed and approved by MLS staff.
- H. Teams: Teams may register for a separate team MLS account in addition to their individual agent logins. The team will be assessed the same quarterly dues as an individual agent. The "last name" of the team account must be the word Team or Group.

## II. **Access to Comparable and Statistical Information**

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

If staff receives a request for MLS statistics, staff shall honor the request providing the type of statistics requested (i.e. number of sales, number of current active listings, average/median sale price, etc.) is already provided on our website, and the request is such that the search criteria (i.e. geographic area, time period, property attributes, etc.) is different than what is already provided.

A fee will be charged for this service, with a minimum charge of 1 hour. If a Member makes a request, staff shall offer to instruct said Member, at no cost, on how to pull statistics for themselves, giving them an opportunity to avoid the fee.

Any request for a type of statistic not already provided on our website, shall be brought to the MLS Board of Directors for consideration. The request should include not only what statistics are being requested, but what the statistics will be used for.

*Sold Only Access:* Since comparable statistics are a service of the Association, RASCW REALTOR® Members may subscribe to Comparable Listings via a "Sold Only" access to the MLS system, at a price determined by the SCWMLS Board of Directors.

### III. **Fees and Charges**

- A. All fees and charges shall be established by the Board of Directors with RASCW approval.
- B. Fees, dues and charges shall be reviewed from time to time by the Board of Directors to insure the fiscal soundness of the MLS Corporation and an equitable distribution of charges. Charges for operation of the Service are in effect to defray the costs of bringing the Service to Participants. A Participant may elect to terminate the contract and withdraw from MLS at the time of any increase in dues and charges. This must be accomplished by giving written notice to MLS within 10 days after official notification of increase.
- C. All rights and services granted the Participant shall be suspended if delinquent for sixty (60) days or more in any payment due MLS. The MLS is not required to inform Participant that services will be suspended. Such suspension of rights and services shall continue during the period of payment delinquency and all fees shall continue to accrue. In the event that a Participant is delinquent for ninety (90) days or more, the MLS may cancel MLS membership with written notice.

### IV. **Division of Commissions**

- A. Cooperative Compensation. The listing broker shall specify, on each listing filed with the SCWMLS, the compensation offered to other SCWMLS Participants (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX) for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease). The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration

that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through the SCWMLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

In filing a property with the SCWMLS, the Participant is making blanket unilateral offers of compensation to the other SCWMLS Participants (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX), and shall therefore specify on each listing filed with the Service, the compensation being offered to the other SCWMLS Participants (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX). Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

The compensation specified on listings filed with the SCWMLS shall appear in one of two forms. The essential and appropriate requirement is that the information clearly informs the other Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the SCWMLS shall be shown as either a percentage of the gross selling price or as a definite dollar amount.

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different.

This shall not preclude the listing broker from offering any SCWMLS Participant (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX) compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

Any offer of compensation noticed in the MLS remarks sections of a listing must be a blanket offer to all MLS Participants. Offers of compensation that are anything other than blanket offers to all Participants must be made directly between the parties involved and not within the MLS listing or any other portion of the Paragon system.

The SCWMLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the SCWMLS shall not publish the total negotiated commission on a listing which has been submitted to the Service by a Participant. The SCWMLS shall not disclose in any way the total commission negotiated between the seller and the listing broker.

The listing broker may, from time to time, adjust the compensation offered to other SCWMLS Participants (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX) for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised.

The SCWMLS shall make no rule on the division of commissions between Participants and non-Participants. This should remain solely the responsibility of the listing broker.

Participants may, but are not required to, disclose that the gross commission established in the listing contract is subject to court approval, and that the compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. The listing Participant shall disclose to cooperating Participants in writing the total reduction in gross commission and the amount by which the compensation payable to cooperating Participants will be reduced within 3 business days of notification from a court.

Nothing in these MLS rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

- B. Disclosing Potential Short Sales. Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other Participants and subscribers.

When disclosed, listing Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants. The listing Participant shall disclose to cooperating Participants in writing the total reduction in gross commission and the amount by which the compensation payable to cooperating Participants will be reduced within 3 business days of notification from the lender.

- C. Participant as Principal. If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that

person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service Participants.

- D. Participant as Purchaser. If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker.
- E. Dual or Variable Rate Commission Arrangements. The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the SCWMLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, 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.

## V. **Properties to be Listed**

### A. *Mandatory:*

Listings of real property of the following types (single family, condominium, lots & acreage, and multi-family of 8 units or less) located within the service area of the MLS, which are listed subject to, and within the scope of, the Participant's licensure as a real estate broker, and which are taken by Participants on an exclusive right to sell or exclusive agency basis solely with Participants. All listings must be on a form currently approved by the Department of Safety and Professional Services or permitted under its rules. The MLS reserves the right to request copies of listing contracts from time to time. Member agrees to submit those requested listing contracts immediately upon request.

The MLS shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a property data form may be required as approved by the MLS. However, the MLS, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants
- assure that no listing form filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller)

The listing agreement must include the seller's written authorization to submit the agreement to the MLS.

The different types of listing agreements include:

- exclusive right-to-sell
- exclusive agency
- open
- net

The MLS shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the multiple listing service acting as subagents, buyer agents, or both.

The exclusive right-to-sell listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

B. *Optional:*

Commercial, mixed use of residential and commercial, or residential properties with greater than 8 units.

Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Participant, but cannot be required by the MLS.

Manufactured homes without land are allowed on the MLS. When listing a manufactured home without land, the MLS requires the following statement to be included in the Broker-to-Broker remarks section: *Personal property sale-No approved forms-See [www.scwmls.com/pdf/mh.pdf](http://www.scwmls.com/pdf/mh.pdf)* See the MLS website for further details and restrictions related to listing manufactured homes on the MLS system.

House with no Land/On Leased Land (not manufactured) – Members of the SCWMLS are allowed to market existing homes with no land included in sale on the MLS provided the structure is not being conveyed by motor vehicle title, and the land lease (if applicable) is for more than one year. The actual physical location

must be identified and a disclaimer must be included in first line of remarks explaining that "no land is included in the sale." Also, the following specific wording must be included in the broker-to-broker remarks section: "DSPS forms related to the listing and sale of real property may not be appropriate for this transaction."

Building Contracts are only allowed on the MLS if they include land for sale.

Properties being sold at Auction must include an explanation of what is being represented as the list price within the first line of MLS Remarks. Also it is recommended that if there is a flyer with additional information about the auction, that this flyer be included as an associated document. In addition, a standard auction information form is required as an associated document on all auction listings.

Condo garage/parking units with no living space may be marketed under the Condo category provided the unit is available for purchase to the general public (not just unit owners). The first line of the public remarks must disclose that it is a garage/parking unit with no living space.

NOTE: MLS Staff will delete listings of timeshare condominiums, condo garage/parking units with no living space, manufactured houses without land, improvements on leased land and buildings with no land from the MLS database once they expire or sell. MLS staff will also delete expired listings of properties for which construction was never begun and confidential listings where no address/location is disclosed.

NOTE: At the listing company's request, MLS staff will delete any non-sold listing that is no longer available for sale, providing it was on the MLS for no more than 7 days. If more than 7 days have passed, the listing agent can submit a request for deletion along with the circumstances to the MLS Board of Directors for consideration.

C. *Exempt/Ineligible:*

1. Office Exclusive Listings: Properties listed by clients who specifically direct that their properties not be advertised, marketed, or promoted in any way to the general public or to any agent outside the listing firm. In these cases, the listing broker shall submit the fully executed listing contract along with a completed Seller Certification form to the SCWMLS office within 4 days of the effective date. **There is a \$100 per day fine if not submitted within 4 days.** If an Office Exclusive Listing is displayed or advertised to the general public or to agents outside the listing firm, to avoid penalty, it must be submitted to the MLS for cooperation within 1 business day. **If not submitted within 1 business day, there is a fine of \$500/day.**
2. Properties which are net listed or open listed are not eligible to be filed with the MLS. Net listings are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the

authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

D. *Listings of Former Members*

1. Listings of Suspended Participants: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules & Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, removed or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association or MLS (or both) for failure to pay appropriate dues, fees or charges, the Association or MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his/her clients.
2. Listings of Expelled Participants: When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules & Regulations, or other membership obligations currently filed with the MLS) all listings shall, at the expelled Participant's option, be retained in the Service until sold, removed or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association or MLS (or both) for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant shall be advised in writing of the intended removal so that the expelled Participant may advise his/her clients.
3. Listings of Resigned Participants: When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant shall be advised in writing of the intended removal so that the resigned Participant may advise his/her clients.

VI. **Filing and Reporting Procedures**

- A. All new MLS mandatory listings must be entered onto the MLS website or received by the MLS office within one (1) business day of being marketed to the public. **If**

**not entered within 1 business day, there is a fine of \$500/day.** Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. A business day is a calendar day other than Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

If public marketing has not yet begun, listings must be entered no later than four (4) calendar days from the effective date (first day of the term) of said listing. **If a listing is entered more than 4 days from the effective date, there is a fine of \$100/day.**

NOTE: All MLS mandatory properties must be made available for showings on the date of listing unless otherwise specified in the listing contract. The time allowed to gather information is not a barrier to showings by a potential subagent or buyer's agent. If a new listing is to be entered as Delayed, or as Active with restrictions to show at a later date, nobody, including the listing firm, can show the property during the period between the effective date and entry into the MLS.

Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction. Listings filed with the MLS shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

A new listing can *only* be created in the MLS if a new listing contract is drafted and signed by the seller. If a new listing contract is not obtained before entering a new MLS listing, the new entry will be suspended pending receipt of property paperwork. If after 7 days the proper paperwork for the new entry is not provided, MLS staff will delete the new listing and fine the listing broker \$50.

- B. It shall be the duty of the Participant to report the withdrawal of every MLS listed property within 3 days of such time as the listed property is no longer being shown so that the MLS can promptly disseminate such information to every other Participant. No property processed with MLS shall be removed from an Active status during the term of the listing contract unless sold or removed at the mutual request of owner and broker.

The listing broker shall report to the multiple listing service within 3 days that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately.

- C. If the seller has directed that a listing cannot be shown, the property should be placed in Delayed status until such time as cooperation and compensation can be offered and any and all REALTORS® can be allowed access for showings; or, the listing can remain active. If placed in Active status, the listing must include the date showings will be allowed within the first line of the public MLS remarks. If placed in Delayed, the listing must include the date showings will be allowed in the "show date" field, a valid address, and a bona fide list price. In each case, it is understood that the prohibition of showings until the specified date includes showings conducted by any and all REALTORS®, including the listing broker.

In the event an appointment to show a Delayed or Active listing was made based on the anticipated show date, and the listing is later made unavailable for showings on the date the showing is scheduled to occur, the appointment must be cancelled by the listing firm.

There is no exception for a potential buyer to view a listing in the status of Delayed or Active with no showings until a specified date who previously viewed the listing while in the status of Active.

Brokers and agents from companies other than the listing broker are not allowed to preview a listing in the status of Delayed or in the status of Active with no showings until a specified date.

The maximum time a listing may be placed in Delayed is 45 days. Properties in Delayed on day 46 will be moved to the status of MLS Suspended.

While a listing is in the status of Delayed, days on market are not counted, the listing will not appear in active searches, and the listing will not be included on public websites by the MLS.

Once a listing in the status of Delayed has been moved to the status of Active, it may not be subsequently moved back to the status of Delayed. Once a listing is moved into the status of Active, and the seller elects to suspend showings for a stated period, the listing must remain in Active status and the date showings will be allowed must be in the first line of the public MLS remarks.

NOTE: Listings for which the seller is not ready for showings can be entered as Active instead of Delayed. If entered as Active, the date showings will be allowed must be in the first line of the public MLS remarks. The same restrictions applicable to listings in the status of Delayed apply regarding showings to potential buyers.

If a seller no longer wants to market their property, but the listing contract is not terminated, the listing should be placed in Withdrawn by Seller. While the property is in Withdrawn by Seller, no showings are permitted by any and all REALTORS®, including the listing broker.

Listings of property may be removed from Active status and placed in Withdrawn by Seller by the listing broker before the expiration date of the listing agreement,

provided (upon request by the MLS) notice is filed with the MLS, including a copy of the agreement between the seller and the listing broker which authorizes the removal.

Sellers do not have the unilateral right to require the MLS to remove a listing from Active status without the listing broker's concurrence. However, when a seller can document that his exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller.

- D. All listings with an accepted offer shall be reported to the MLS within 3 days as either PND (Offer-NO Show: no further showings or offers are being accepted,) or AC (Offer-Continue to Show.) This shall apply to all offers except those with a "bump" clause or short sale situation. When changed to Offer-NO Show (PND) or Offer-Show (AC,) the accepted offer date must be entered in the "accepted offer date" field. For offers with a bump or short sale, either the status must be changed to AB (Offer-Bump) or listing can remain as Active but disclosure of the offer must be listed in the first words of the broker-to-broker remarks.

At the time showings are no longer being allowed on a listing with an accepted offer (whether ACT, AC, or AB status), you have 3 days to change the status to Offer-No Show (PND).

If your seller has instructed you not to disclose the existence of the offer, the status of the listing must then be changed (within 3 days) to Withdrawn by Seller until such time as the property closes, or the offer falls through.

Violations of this rule will result in a penalty of \$5/day for each day past the 3 days allowed, until such time as the status is appropriately changed, up to a maximum of \$100. In addition, if the accepted offer date is falsified to avoid the late fee, a fine of \$100 will be assessed, in addition to the \$5 per day fee.

- E. Reports of closed sales (and sales prices), exchanges and rentals of all MLS processed properties shall be made to MLS by the listing Participant involved in the transaction within ten (10) days of date of closing or change. Sales, exchanges and rentals that are reported after ten (10) days will be subject to a fine of \$5 per day, up to a maximum of \$25. In addition, if the closing date is falsified to avoid the late fee, a fine of \$100 will be assessed, in addition to the \$5 per day fee.

If negotiations were carried on under Section VII (1) or (2) hereof, the cooperating broker shall report accepted offers, closings and prices to the listing broker within 5 days after occurrence and the listing broker shall report them to the MLS within 5 days after receiving notice from the cooperating broker.

If a team participates on the sale side of a transaction, and is registered as a team in the MLS, the listing office must record the sale under the team record, if requested. If the team has opted not to register, and does not come up on the list of sale agents within the MLS, the listing office has the option to record either the team lead or the team member assisting the buyer.

**NOTE 1:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its Participants.

**NOTE 2:** In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

1. Categorizes sale price information as confidential and,
2. Limits use of sale price information to Participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to Participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing Participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

**NOTE 3:** As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.

**NOTE 4:** The sales price as recorded in the MLS must be the same as the sales price listed on the Real Estate Transfer Return.

- F. Whenever the Participant is requested by the owner to change the price or any other material condition of the original listing of any property processed with MLS, the Participant shall obtain from the owner written authority for such change and the change must be reported on the MLS system within 3 days.
- G. The information published and disseminated by the MLS is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The

Service does not verify the information provided and disclaims any responsibility for its accuracy. However, certain fields of information, as authorized by the Board of Directors, filed with the Service by the Participant, may be checked from time-to-time by the Service for accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

- H. For increased exposure, a listing in a township may be identified with a secondary marketing area/subarea. The listing may not be entered onto the MLS website more than once for this purpose; however, there is a separate field that allows for the secondary area/subarea. The secondary marketing area must be one of the following: school district, mailing address or a city, village or township that is contiguous to the township in which the listing is located.

NOTE: The only exception that will allow another marketing area to be used outside a township is for cities and villages that cross county lines. In these cases, the MLS system will automatically include the other county code for that municipality as the other marketing area.

- I. Value Range: Traditionally, when a property is listed for sale, it is placed on the market at a fixed price. Under value range pricing, the property is marketed in a range of values, rather than one specific price. It is important to understand that value range pricing is simply a marketing tool which brokers and sellers can elect to utilize (or not). When entering the price for a value range priced property, you must enter the list price (price that earns a commission) in the List Price field in Paragon. The price range, as agreed to for marketing, must be entered in the first line of the MLS public remarks.
- J. Limited Service: To aid in alerting subagents and buyer's agents that additional work may be required, a Participant must indicate whether or not a listing is a "Limited Service Listing." Limited Service Listings shall be defined as listing agreements under which the listing broker will not provide one or more, of the following services. MLS Entry-only Listings shall be defined as listing agreements under which the listing broker will not provide any of the following services:
  1. Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s).
  2. Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s).
  3. Advise the seller(s) as to the merits of offers to purchase
  4. Assist the seller(s) in developing, communicating, or presenting counter-offers;
  5. Or, Participate on the seller(s) behalf in negotiations leading to the sale of listed property

If a Participant lists a property for which limited services are offered, Participant must disclose the services they will not provide. A form outlining exactly what services will not be provided by the Participant is required to be attached to all Limited Service Listings at the time the listing is entered into the MLS database.

- K. Remarks: If, in the judgment of the SCWMLS Board of Directors, the information contained in a property profile entered into the SCWMLS system displays content or links to other sources that contain content that is illegal, obscene, indecent, disparaging, discriminating or otherwise offensive, the listing broker shall have 2 business days to remove this content or link(s). In the event that listing broker fails to comply with this obligation, the property shall be deleted from the system by the SCWMLS.
- L. Listings filed with the MLS will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the Service.

## VII. **Showing Procedure**

Showing appointments must be made through the listing company, except under the following circumstances:

1. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
2. After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

The showing agent must notify the listing agent if an animal will accompany a buyer on a showing.

## VIII. **Presentation of Offer**

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. The listing Participant shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or

lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

#### IX. **Lockbox System**

- A. Every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with a local REALTOR® Association or MLS in Wisconsin and who is legally eligible for MLS access shall be eligible to lease an eKEY app subject to their execution of a service agreement with the South Central Wisconsin MLS Corporation. In certain circumstances, a Broker Addendum form must also be executed (as in the case of individuals who are not Members of the RASCW or SCWMLS).
- B. The South Central Wisconsin MLS shall refuse to lease eKEY apps, shall terminate existing eKEY app privileges and shall refuse to activate any eKEY app held by an individual convicted of a crime if the crime, occurred within the last seven (7) years and in the determination of the Board of Directors and after consultation with legal counsel, relates to damage or loss of property or puts clients, customers or other real estate professionals at risk.
- C. Showing appointments must be made through the listing company (see Section VII of MLS Handbook) No access shall be provided to listed property on terms other than those established by the owner or the listing broker.
- D. Control of EKEYS: Each agent/appraiser/inspector leasing an eKEY app will be responsible for maintaining control of that eKEY app. It is not to be loaned to another agent/appraiser/inspector or any other person. Violation of this rule will result in a fine up to \$1,000 to the agent/associate and \$1,000 to the Participant Member. Such violations may also result in loss of card privileges. A DR or owner is able to lend his/her eKEY in an emergency to a Keyholder from his/her firm who is in good standing with the MLS lockbox system, with the understanding that the

loaner agrees that he/she is ultimately responsible for any wrongdoing resulting from that eKEY app use.

- E. The MLS Board of Directors will hold hearings on Lockbox system violations.
- F. A keyholder is allowed only one eKEY app. The only exception being that a designated Participant or office manager may lease additional Supra eKEY apps, to be issued on a temporary basis to other keyholders in the same office in the event their Supra eKEY app fails (becomes non-functional outside of normal business hours or under circumstances where a replacement eKEY app is not reasonably available from the Service). Fees for these additional eKEY apps will be at the same rate as all other eKEY apps.
- G. All State of Wisconsin registered Home Inspectors who are Affiliate Members or Local Affiliate Members associated with a State Affiliate Member of the Association or any other REALTOR® Board/Association are eligible to participate in the system.
- H. A limited access version of the eKEY app is available to individuals not qualifying for an eKEY app lease.
- I. A keyholder is allowed to lease additional eKEY apps for use by personal assistants provided the additional eKEY apps will only be used by said assistants for the purpose of the business dealings as relating to the keyholder's normal business activities.
- J. When an eKEY app is leased for a short-term (2 months or less) a fee of \$50 will be charged at time of issuance. If the lease is extended and becomes a regular lease, converting from a short-term lease, the additional fees will be charged and must be paid.
- K. Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose. Inclusion in MLS compilations cannot be required as a condition of placing lock boxes on listed property.
- L. Non-Member Access codes can be used on a limited basis to facilitate the opening of lockboxes by individuals without a leased eKEY app.

If an MLS subscriber (qualifying for use of the lockbox system) who does not have a leased eKEYapp is identified as using more than 25 codes in a calendar year, that MLS subscriber would be required to lease their own eKEY app and pay the current fees.

X. **Prohibitions**

- A. Jumped Listings: Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

- B. Participants, their affiliated licensees, or appraisers working for Participants may reproduce from the MLS compilation, and distribute to prospective purchasers, a reasonable\* number of single copies of property listing data contained in the MLS compilation which relate to any properties in which prospective purchaser are or may, in the judgment of the Participant or their affiliated licensees, be interested. The listing reports (property listing data) provided may not include certain data fields that are considered confidential, and therefore available only in broker-to-broker reports. Reports containing these fields may not be distributed to the public.

- |                                 |                               |
|---------------------------------|-------------------------------|
| -Listing Date                   | -Named Exceptions Y/N         |
| -Expiration Date                | -Variable Commission Y/N      |
| -Subagent Commission            | -Licensee Interest Y/N        |
| -Buyer Agent Commission         | -Limited Service Y/N          |
| -Owner Name                     | -Subject to Policy Letter Y/N |
| -Broker-to-Broker Comments      | -Exclusive Agency Y/N         |
| -Occupancy Features             | -Internet Y/N                 |
| -All Showing Instruction Fields | -Electronic Consent Y/N       |
| -Cumulative Days on Market      |                               |

Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker. Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

Any information provided by the multiple listing service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm, or service. MLS information, in whole or in part, may not be transferred, electronically or otherwise, to any data service, outside or within the Internet, unless such transfer is approved and controlled by the South Central Wisconsin MLS Corporation.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables," or statistical information from utilizing such information to support valuation on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must be available to Participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed

confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

*\* It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchasers has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable," as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.*

- C. Use of information from the MLS compilation of current listing information, from the Association's "Statistical Report," or from any "sold" or "comparable" report of the Association or MLS for public mass media advertising by an MLS Participant or in other public representation may not be prohibited.

Statistical reports generated from the MLS system shall not be released to third parties for publication, unless that publication is an advertisement used in Member marketing.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Association or the MLS must clearly demonstrate the geography, type of property and period of time for which such claims are based and must include the following, or substantially similar, notice:

*Based on information from the South Central Wisconsin MLS (or alternatively, from the REALTORS® Association of South Central Wisconsin) for the period (date) through (date) for (geography covered) and (type of property).*

- D. Use of information: Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS® and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the MLS including but not limited to, office or agent rosters, and any contact information, is strictly limited to the activities authorized under a Participant's licensure(s) or certifications(s). Unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or

any right of access to information developed or published by the MLS where access to such information is prohibited by law.

It is against MLS rules to use Email addresses, as contained within the MLS system, for bulk emails.

- E. FOR SALE signs: Only the "For Sale" signs of the listing broker may be placed on a property.
- F. SOLD signs: Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.
- G. PHOTOS/IMAGES: Participants submitting a photograph, image, virtual tour, video or other information to the SCWMLS represent that they have the right to authorize and are authorizing the SCWMLS to publish the photograph, image, virtual tour, video or other information anywhere the SCWMLS data is intended to appear. Participants shall indemnify, defend and hold the SCWMLS and its other Participants and Subscribers (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX) harmless from any and all damages or losses, including review attorney's fees and litigation costs or expenses in the event of any action or litigation relating to the reproduction, dissemination or display of such photograph, image, virtual tour, video or other information by the SCWMLS or other authorized entities. Participants submitting a photograph, image, virtual tour, video or other information to the SCWMLS with the knowledge that they do not have the right to authorize the SCWMLS to publish the photograph, image, virtual tour, video or other information shall be subject to a fine of \$25 per photograph, image, virtual tour, video or other information in addition to any legal or equitable remedies available to the copyright owner of the photograph, image, virtual tour, video or other information.

The SCWMLS shall remove in a timely fashion any photograph, image, virtual tour, video or other information submitted by a Participant who does not have the right to authorize the SCWMLS to publish the photograph, image, virtual tour, video or other information.

Photos are required for all active and Sold Comp listings, but exclude vacant land, commercial property, properties under construction and where sellers expressly direct that photographs of their property not appear in MLS compilations. One photo must be an outside front view from street, but it is not required to be in the first photo position, and an exception will be made if seller requests that no photo appear (whether one or all.) If an active listing, as identified above, does not have a photo after 7 days from contractual list date (input date for sold comps), the MLS will send a notice to the Broker and listing agent with 5 days to provide a photo. The MLS will send a photographer out to take a photo, and assess a \$50 fee to listing Broker if photo is not provided after such notice.

No photos of bodies of water are allowed unless the view is visible from the property, or from the deeded access.

Watermarks on photos published in the MLS are limited to the license number of the MLS Participant Broker. Use of watermarks is at the discretion of the MLS Participant Broker and is not required for submission of the listing.

- H. Use of the Terms MLS and Multiple Listing Service: No MLS Participant, subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and subscribers. This does not prohibit Participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients and customers is available on their websites or otherwise.

XI. **Compliance with Rules**

By becoming and remaining a Participant or subscriber in this MLS, each Participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision, the enforcement of which are at the sole discretion of the Board of Directors. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

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

NOTE 1: A Participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules 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 individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

NOTE 2: MLS Participants and subscribers will be required to attend a hearing, before the MLS Board of Directors or an appointed subgroup of the MLS Board of Directors, if they receive more than three (3) monetary sanctions in a calendar year for any of the following

MLS rule violations. The MLS must copy the subscriber's participant on all notices of MLS rule violations that may result in a hearing.

- Late submission of a new listing (including office exclusions)
- Late reporting of an accepted offer
- Late reporting of a price change
- Late reporting of a listing termination
- Failure to correct inaccurate or missing data in the timeframe specified
- Failure to add photos or documents in the timeframe specified
- Failure to secure required contract for new listing entry
- Input of false data to avoid penalty

## XII. **Disputes**

- A. The MLS Board of Directors shall give consideration to all written complaints having to do with violations of the rules and regulations. All other complaints of unethical conduct shall be referred by the MLS board of directors to RASCW for appropriate action in accordance with the professional standards procedures established in the association's Bylaws.
- B. When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant.
- C. If the alleged offense is a violation of the rules and regulations of the MLS and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the MLS, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of RASCW in accordance with the Bylaws and rules and regulations of the RASCW within twenty (20) days following receipt of the MLS directors' decision.
- D. If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the RASCW professional standards committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the RASCW board of directors.
- E. Any Participant who believes another Participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No Participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without

first completing the notice and response procedures outlined in this section of the MLS rules.

Upon receiving a notice, the Board of Directors will send the notice to the Participant who is accused of unauthorized use. Within ten (10) days from receipt, the Participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the Board of Directors that the use is authorized. Any proof submitted will be considered by the Board of Directors, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Board of Directors determines that the use of the content was unauthorized, the Board of Directors may issue a sanction pursuant to the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Board of Director's determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

- F. Participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

### XIII. **Ownership of MLS Compilation and Copyright**

By the act of submitting any property listing content to the MLS the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

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

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

To qualify for this safe harbor, the OSP must:

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

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

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the South Central Wisconsin MLS Corporation and in the copyrights therein, shall at all times remain vested in the South Central Wisconsin MLS Corporation.

Each Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant shall be entitled to access the MLS.

Participants shall acquire the right to use the MLS compilation in accordance with these rules.

A Multiple Listing Service must, upon request, promptly provide an MLS Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all of the Participant's off-market listing content available in the MLS system. The delivery charges for the Participant's listing content shall be reasonably related to the actual costs incurred by the MLS. The data feed must be in compliance with the RESO Standards as provided for in MLS Policy Statement 7.90.

Note: MLSs will not limit the use of the Participant's listing content by the Participant or the Participant's designee.

#### XIV. **Internet Data Exchange**

- A. **Advertising of Another Participant's Listing.** No Participant of the SCWMLS, or sales agent licensed with the Participant, shall, without first obtaining the listing Participant's permission, advertise a property listed by another Participant in any manner, including but not limited to display, reader board, newspaper, flyer or other publication, except that a Participant or sales agent licensed with the Participant may republish another Participant's listings on the Internet in a manner consistent with the SCWMLS Rules and policies so long as the listing is approved for Internet publication by the owner and Participant.
- B. **Replication of SCWMLS Database by Participants or Sales Agents Licensed with Participants on Internet Permitted.** IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules "display" includes "delivery" of such listings. "Control" means the ability to add, delete, modify and update information as required by the SCWMLS rules.

Participant's consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis.) If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant or sales agents licensed with the Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

1. Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and provided the Participant consents to display of their listings by other Participants. Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.
2. Participant, and sales agent licensed with the Participant, must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.
3. Participant, and sales agents licensed with the Participant, may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants, or sales agent licensed with the Participant, to prevent indexing of IDX listings by recognized search engines.

4. Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.
5. Participant and sales agents licensed with the Participant may select the listings they choose to display through IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX site must be independently made by each Participant.
6. Participant, and sales agents licensed with the Participant, must refresh all SCWMLS downloads and IDX displays automatically fed by those downloads not less frequently than every 12 hours.
7. Except as provided in the IDX policy and these rules, an IDX site of a Participant, or sales agent licensed with the Participant, operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.
8. Any IDX display controlled by a Participant, or sales agent licensed with the Participant, must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.
9. Any Internet display controlled by a Participant, or sales agent licensed with the Participant, that:
  - a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the SCWMLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants, or sales agents licensed with a Participant. Except for the foregoing and subject to #10 below, a Participant's, or sales agent licensed with the Participant's, IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying

its customers that a particular feature has been disabled at the request of the seller.

10. Participant, and sales agents licensed with the Participant, shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the SCWMLS and that relates to a specific property. Participants, and sales agents licensed with the Participant, shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants, or sales agents licensed with the Participant, shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

**C. Display of Listing Information Pursuant to IDX is subject to the following rules:**

1. Listings displayed pursuant to IDX shall contain only those fields of data designated by the SCWMLS. The dataset allowed to be used for sold listings (starting from January 1, 2012) includes the addition of sold date and sold price. Display of all other fields (as determined by SCWMLS) is prohibited. Confidential fields intended only for other SCWMLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.
2. The type of listing agreement (e.g., exclusive right-to-sell, exclusive agency, etc.) may not be displayed.
3. Participant, or sales agents licensed with the Participant, shall not modify or manipulate information relating to other Participants' listings. SCWMLS Participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the SCWMLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of SCWMLS data display or display of fewer than all of the available listings or fewer authorized data fields.
4. All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc.,) of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.
5. All listings displayed pursuant to IDX feeds from the SCWMLS shall credit the SCWMLS as the source of the information and indicate that the data is deemed reliable but is not guaranteed accurate by the SCWMLS. The

SCWMLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the SCWMLS from liability. Listings obtained through IDX feeds from REALTOR® Association MLSs where Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from sources other than SCWMLS IDX feeds must display the source from which each listing was obtained. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Participant, and sales agents licensed with the Participant, may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and Participant holds participatory rights in those MLSs. As used herein, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLS on a single search results page, and that Participants and sales agents licensed with the Participant may display listings from each IDX feed on a single webpage or display.

6. Participant, and sales agent licensed with the Participant, shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the consumer performing the property search or linked to through the device's application.
7. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party.
8. The data consumers can retrieve or download in response to an inquiry shall be limited to a maximum five hundred (500) listings.
9. Display of expired, Delayed, and Withdrawn by Seller listings is prohibited.
10. Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.
11. Participant and sales agents licensed with the Participant are required to employ appropriate security protection such as firewalls, provided that any

security measures required may not be greater than those employed by the SCWMLS.

12. IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to the SCWMLS if the SCWMLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of SCWMLS rules related to use by consumers.
  13. All printed reports and email responses, containing SCWMLS data, generated from an IDX site, are subject to the same rules as the listing display on that site.
  14. Office and agent rosters are provided for the purpose of linking listings to offices/agents. Participant or sales agents licensed with the Participant are not authorized to publish office and/or agent rosters obtained with the MLS dataset on their websites.
- D. **Sales Agents May: "Frame" Participant's Sites.** Participant may allow a sales agent licensed with the Participant to "frame" the Participant's Internet site from the sales agent's internet site if, and only if:
1. The Participant is contributing its listings for Internet publication by other SCWMLS Participants.
  2. The Participant's Internet site is in compliance with SCWMLS Rules and policies.
  3. The sales agent's Internet site includes the Participant's identity on every page (a Participant may allow a sales agent to "co-brand" the Internet site).
  4. The sales agent has signed an agreement with Participant that includes the sales agent's commitment to abide by the SCWMLS Rules and policies to the same extent as the Participant, which agreement shall be provided to the SCWMLS on request.
  5. The MLS data displayed on a sales agent's Internet site must be identical to the MLS data displayed on the Participant's Internet site.
- E. **Written Agreement Required for Participants to Download SCWMLS Database.** Participants and sales agents licensed with the Participant shall not electronically transfer information (download) from the SCWMLS Internet database to the Participant's or sales agent licensed with Participant's own database for any purpose, including republishing on the Internet, without signing a SCWMLS Data Access and Use License Agreement.
- F. **Service Fees and Charges.** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

Changes to a Participant's or sales agent licensed with the Participant's IDX site necessary to cure a violation of the SCWMLS rules must be accomplished within 10 days of notice from the SCWMLS of the violation. If, after 10 days of notice, the IDX site remains non-compliant, the vendor will be directed to remove all SCWMLS IDX listings, and the Participant will be assessed a fee of \$100 per day until such time as the non-compliance issues are resolved or the SCWMLS IDX listings have been removed. If, on the 20<sup>th</sup> day, the non-compliance issues are not resolved or the SCWMLS IDX listings have not been removed, the SCWMLS Directors may take additional action, including, but not limited to, discontinuance of the data transfer (download).

## XV. **VOW Rules**

### Section 19.1

- A. A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.
- B. As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.
- C. "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- D. As used in Section 19 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

### Section 19.2

- A. The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

- B. Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").
- C. Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

### Section 19.3

- A. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
  - 1. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - 2. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
  - 3. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
- B. The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.
- C. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

- D. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
1. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  2. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
  3. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  4. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
  5. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- E. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- F. The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

#### Section 19.4

A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

#### Section 19.5

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

## Section 19.6

- A. A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- B. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

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Seller Opt-Out Form

1. Please check either Option A or Option B
    - a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
    - OR
    - b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
  2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. *Initials of Seller*
- 

- C. The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

## Section 19.7

- A. Subject to subsection (b), a Participant's VOW may allow third-parties:
1. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  2. display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing
- B. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

#### Section 19.8

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

#### Section 19.9

A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

#### Section 19.10

Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

#### Section 19.11

A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

#### Section 19.12

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

#### Section 19.13

A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

#### Section 19.14

A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

#### Section 19.15

A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- A. The compensation offered to other MLS Participants.
- B. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- C. The seller's and occupant's name(s), phone number(s), or e-mail address(es).

- D. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

#### Section 19.16

A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

#### Section 19.17

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable, but the buyer should verify the information, as it is provided by the seller, listing broker, & other parties. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

#### Section 19.18

A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

#### Section 19.19

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

#### Section 19.20

A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

#### Section 19.21

A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

#### Section 19.22

A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 19.23**

Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 19.24**

Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

## Rules & Fines Associated with Listings – South Central WI MLS

**LISTING INPUT** – All new MLS mandatory listings must be entered in the MLS system within one (1) business day of being marketed to the public. **If not entered within 1 business day, there is a fine of \$500/day.**

If public marketing has not yet begun, listings must be entered no later than four (4) calendar days from the effective date (first day of the term) of the listing contract. **If a listing is entered more than 4 days from the effective date, there is a fine of \$100/day.**

If a seller is not yet ready to market or show the property, the listing should be entered in Delayed status. It is against MLS rules to include verbiage such as “not to be entered into MLS until X” to avoid entering a listing within the required time frame.

**MLS MANDATORY LISTINGS** - Mandatory listings include single family, condominium, multi-family of 8 units or less, and lots & acreage listed for sale and located in the South Central WI MLS service area (Dane County and the surrounding Wisconsin counties of Adams, Columbia, Crawford, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jackson, Jefferson, Juneau, Lafayette, Marquette, Monroe, Richland, Rock, Sauk, Vernon, Walworth, Waushara and Wood Counties). Auction properties are optional.

**BUSINESS DAY** - A calendar day other than Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

**PUBLIC MARKETING** - Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

**OFFICE EXCLUSIVE LISTINGS** - If a seller specifically directs that their property not be advertised, marketed, or promoted in any way to the general public or to any agent outside the listing firm, that listing is not required to be entered on the MLS. In these cases, the listing broker must submit the fully executed [Seller Certification Authorizing Exclusion of Listing from SCWMLS](#) form along with the listing contract to the SCWMLS within 4 days of the effective date of the listing contract (Email to [listings@wisre.com](mailto:listings@wisre.com)). **There is a \$100 per day fine if not submitted within 4 days.**

Office exclusive listings can only be shared with brokers and agents within the listing agent's real estate firm, and one-to-one promotion between these licensees and their clients under buyer agency. If an office exclusive listing is displayed or advertised to the general public or to agents outside the listing firm, to avoid penalty, it must be submitted to the MLS for cooperation within 1 business day. **If not submitted within 1 business day, there is a fine of \$500/day.** This includes advertising done by, or on behalf of, the seller.

If you have an office exclusive listing, you can cooperate with an agent from another firm, but only if that agent comes to you. If an agent outside your firm is made aware from another source that you have a specific property listed, and they approach you privately about that specific listing, you can cooperate with them. The inquiry must identify the exact property, and cannot be a general question asking about a type of property. Any response, public or private, to a general question about a type of property that alerts anyone to the existence of a private listing within your firm is also a violation. Keep in mind that no advertising would have been allowed to the person inquiring, so it is recommended you inquire as to how they found out about your specific office exclusive listing, and be prepared to share that information if asked.

Agents are not allowed to advertise the existence of an office exclusive listing to capture new buyers as this violates the intent of the Clear Cooperation Policy. Additional information & FAQs on the Clear Cooperation Policy and office exclusive listings can be found [here](#).

**DELAYED/NO SHOWINGS** - If a seller instructs you to withhold their new listing from the MLS for a limited time, that listing must still be entered into the MLS within 1 business day of marketing (or 4 days of the effective date, if marketing has not yet begun), but should be entered in a status of Delayed until such time as it is ready to market and show. It is against MLS rules to include verbiage such as “not to be entered into MLS until X” to avoid entering a listing within the required time frame. The Show Date field, a valid address, and bona fide list price are required for listings in Delayed. While a listing is in the status of Delayed, days on market are not counted, the listing will not come up in active searches, nor will it be included on public websites. Listings may be Delayed for a maximum of 45 days. Properties in Delayed on day 46 will be moved to the status of MLS Suspended after notification to the agent. Paragon does not automatically move a listing from Delayed to Active on the Show Date entered, as we realize the Show Date can, and often does change. The listing agent/office must make this change.

Alternatively, listings for which the seller is not ready to show, but would like to expose to the public, may be entered as Active instead of Delayed. If entered as Active, the date showings will be allowed is required to appear in the first line of the public remarks. The Show Date field is optional for Active listings. If a Show Date is entered, it will restrict the ShowingTime calendar until that date. Once a listing is Active, it may not be subsequently moved to Delayed status. If a seller elects to temporarily suspend showings on an Active listing, the date showings will resume must be noted in the first line of the public remarks.

NOTES: All MLS mandatory listings must be made available for showings on the list date unless otherwise specified in the listing contract. If a new listing is to be entered as Delayed, or as Active with restrictions to show at a later date, nobody, including the listing firm, can show the property during the period between the effective date and entry into the MLS. The grace period for MLS entry allows time to gather information. It does not provide an opportunity to show the property if it will not be available for showings when it hits the MLS. While a listing is in the status of Delayed or Active with no showings, it cannot be shown to potential buyers by any agent, including the listing company. Agents from companies other than the listing company are not allowed to preview. There is no exception for a potential buyer who previously viewed a listing to view a listing while it is Delayed or Active with no showings. In the event an appointment to show a Delayed or Active listing was made based on the anticipated show date, and the listing is later made unavailable for showings on the date the showing is scheduled to occur, the appointment must be cancelled by the listing firm. **Fines of up to \$15,000 and suspension of MLS services may be imposed on both the listing agent and the showing agent if found in violation.**

**RE-ENTERING LISTINGS** - A new listing contract must be secured before a listing can be entered as new. **If the MLS discovers a new listing contract was not obtained, the new listing will be deleted and the listing broker will be fined \$50.** It is not acceptable to draft only an amendment to create a new MLS listing.

**DATA ACCURACY** - You are responsible for the accuracy of the data you report. No Member will intentionally insert false or misleading data. **\*You may be assessed \$5/day for incorrect data that is not corrected.**

**PERSONAL DATA ON LISTINGS** - Photos, photo labels, photo watermarks, unbranded virtual tours, public associated documents, public remarks and directions fields may not include personal data, contact information, agent or company branding/logos, or instructions to contact/call anyone. No information such as names, phone numbers, email addresses, websites, etc. are allowed in these sections of an MLS listing.

**ASSOCIATED DOCUMENTS** - The SCWMLS requires specific associated documents for Auctions, Farms, Limited Service Listings, and Manufactured Homes with Land. **\*You may be assessed \$5/day for missing required Associated Documents.**

**PHOTOS** - Photos are required for all active and sold comp listings, but exclude vacant land, commercial property and properties under construction. One photo must be an outside front view from street (but is not required to be in first photo position). If an active listing does not have a photo after 7 days from contractual listing date (input date for sold comps), the MLS will send a notice to the Broker and listing agent with 5 days to provide a photo. The MLS will send a

photographer out to take a photo, **and assess a \$50 fee to listing Broker if photo is not provided after such notice.** Photo watermarks are limited to the real estate license number of the MLS Participant Broker.

Use of photos or associated documents that you do not have the right to use **may lead to a fine of \$25 per photograph/document in addition to any legal or equitable remedies available to the copyright owner of the photograph(s)/document(s).**

**PRICE CHANGES & General Information Changes** - When there is a change to the price or any other material condition of the original listing, it must be reported on the Paragon MLS System within 3 days. **You may be assessed \$5/day for price changes and other information changes that are not done in a timely fashion.**

**ACCEPTED OFFERS (PND, AC, AB statuses)** - When you receive an accepted offer, you have 3 days to change the status of that listing to either Offer-Show (AC) or Offer-No Show (PND). The only exception is if there is a bump clause in the offer or a short sale situation. If there is a bump, or if the property is a short sale, you will have 3 days to either change the status to Offer-Show (AC), Offer-No Show (PND), Offer-Bump (AB), or you can leave the status as Active, but you must disclose the existence of the offer in the **first words** of the Broker to Broker remarks (Accepted Offer Bump Clause or Accepted Offer Short Sale). At the time showings are no longer being allowed on a listing with an accepted offer (whether ACT, AC, or AB status), you have 3 days to change the status to Offer-No Show (PND).

If your seller has instructed you not to disclose the existence of the offer, the status of the listing must then be changed (within 3 days) to Withdrawn by Seller until such time as the property closes, or the offer falls through.

**You may be assessed \$5/day for status changes that are not done in a timely fashion, up to a maximum of \$100. In addition, if the accepted offer date is falsified to avoid the late fee, a fine of \$100 will be assessed, in addition to the \$5 per day fee.**

**WITHDRAWN BY SELLER** - If a seller no longer wants you to market their property, but the listing contract has not been terminated, that listing should be put in Withdrawn by Seller. While a listing is in the status of Withdrawn by Seller, it is not available for anyone, including the listing company, to show. Once a listing is moved to Withdrawn by Seller, it may not be reactivated. If a listing was inadvertently moved to Withdrawn by Seller status, please contact the MLS office for assistance.

**EXPIRED** - If your office releases a seller from their listing contract before the expiration date, the listing must be moved to an expired status in MLS.

**SOLD** - Listings that are sold must have the status changed to Sold on the Paragon system within ten (10) days of the date of closing. **You will be assessed \$5/day for sales that are not reported within 10 days of closing, up to a maximum of \$25. In addition, if the closing date is falsified to avoid the late fee, a fine of \$100 will be assessed, in addition to the \$5 per day fee.**

***\*In most cases you will be notified and given at least 5 days to fix inaccurate data before being assessed a fee of \$5/day. This applies to data inaccuracies, but not the late reporting of sold information or status changes.***

#### **LISTING RESTRICTIONS:**

- All MLS listed properties can be entered only once in each applicable category. An exception can be made for properties with legally divisible parcels of land.
- Single family listings are not allowed in the Multi Family category, and multi family listings are not allowed in the Single Family category, with the exception of multi family dwellings that were originally single family dwellings and can be converted back (these may be listed in Single Family as well as Multi Family). What is required to convert it back to single family use must be clearly indicated in the public remarks.

- The Multi Family category is limited to multi-unit buildings that contain two or more separate dwelling units. An exception can be made for single unit properties that are zoned multi family. For single unit properties that are zoned multi family, the listing must have the “single family-zoned multi family” feature selected under the Type feature group.
- Farm-type properties with no residential structure are restricted to the Lots & Acreage category.
- The Lots & Acreage category is limited to vacant land, and land with buildings other than residential structures. An exception can be made for properties that have a residential structure with little or no value. Those listings can be listed under Lots & Acreage, provided the “residential structure with little or no value” feature is selected under the Improvements feature group.
- Only condos that are either stand-alone or half-duplexes are allowed to be marketed secondarily under the Single Family category. Condo fees must be listed in the first line of public remarks and “Condominium” must be chosen under the Type feature group.
- Single family residential properties may not be entered under the Condo category unless there is a shared wall or a monthly maintenance fee associated with the property. The Type feature “not a condo (single fam)” must be selected.
- Under Construction. The *estimated completion date* or *stage of completion* at time of listing must be included in the first line of the public remarks section of all under construction listings.
- Under construction properties can be entered only once, and if construction has not been started, the “building plan with lot” feature must be selected (rather than “under construction”). The MLS will delete expired listings of properties for which construction was never started.
- Legally condemned properties. A disclosure of the fact that a property is legally condemned must be included in the first line of public remarks (explanation of the reason for condemnation may be included, but is not required).
- Properties marked with the “has actual water frontage” feature must be located on a lake, river or channel.
- When submitting a manufactured home with land to the SCWMLS, you must identify the listing by selecting the Type feature “Manufactured with Land” and attach the required associated document. The words “single wide” must appear in the public remarks for listings of single wide manufactured homes.

**ENTERING NON-MLS SALES** - When entering non-MLS sold listings the following guidelines are to be used:

- If a FSBO is entered as a sold, select **FSBO Comp - Not Listed** under the Sale Factor pick list. This will cause the list agent/office to be automatically changed to **Sold by REALTOR®** when the listing is saved. Please be sure to add a photo before saving, as you will no longer have access to edit the listing or add a photo after the list side is changed.
- If an exclusive agency listing is sold by the seller, the list side should be recorded as the *actual listing agent*, and the sale side as *Seller Sold Listing*.
- If a one-party listing is entered as a sold, the list side should be recorded as the *actual listing agent*, and the sale side should be recorded as the *actual selling agent*. Please note “one-party listing” in the broker remarks.

- If a property sells to a seller listed exclusion, the list side should be recorded as the *actual listing agent* and the sale side should be recorded as the *actual selling agent*, if the buyer was represented by an agent. If not, the sale side should be recorded as *Seller Sold Listing*. **After the listing is entered, email [listings@wisre.com](mailto:listings@wisre.com) and request the list side be changed to *Seller Sold Listing*.** If the sale data is not known, the listing should be Expired and “sold to seller listed exclusion” noted in the remarks.
- If a property sells to a listed exclusion under a previous listing, that previous listing should be reported as sold, and any subsequent listing should be expired. It is helpful to note “sold to exclusion” in the remarks of the expired listing.
- For co-broke sales where an agent acts on their own behalf in purchasing an MLS listed property, the sale-side of the transaction should be recorded under the listing office. If another agent in his/her firm represents the agent/buyer, the sale-side of the transaction shall be recorded under the firm representing the buyer.

## **SUPRA LOCKBOX SYSTEM – Additional Information**

See [www.scwmls.com](http://www.scwmls.com) (Key System Info) for details on leasing keys

### **KEYBOX ALLOTMENT**

KeyBox checkout is limited to Brokers only! KeyBoxes may be requested by the designated Broker and will be disbursed, as a general rule, at the rate of 125% of the number of active listing in inventory excluding vacant lots and duplicate listings.

The SCWMLS reserves the right to recall extra KeyBoxes from a Broker based on an audit of active listing inventory. There is a \$3.00/day per box charge for KeyBoxes that have not been returned to the SCWMLS office after request for return of such KeyBox has been made.

### **DEFECTIVE KEYBOXES**

Return any defective KeyBox to the SCWMLS office immediately!! If a KeyBox requires repair due to causes beyond normal wear and tear, the Broker will be charged \$50 per defective box.

### **LOST KEYBOXES**

Lost KeyBoxes should be reported to the SCWMLS office immediately. There is a \$50 charge for a lost KeyBox.

### **READING KEYBOXES**

If at any time you wish to have a KeyBox in your possession read, call the SCWMLS office to arrange a time to bring it in and have it read. There is currently no fee to read a KeyBox.

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*The SCWMLS currently has reciprocal agreements with the following REALTOR® Associations for use of keycards:*

- *La Crosse Area REALTORS® Association*
- *Central Wisconsin Board of REALTORS® (Wausau area)*
- *REALTORS® Association of Northeast Wisconsin (Fox Valley area)*

South Central Wisconsin MLS Corporation  
4801 Forest Run Road, Madison, WI 53704  
(608) 240-2800

[www.scwmls.com](http://www.scwmls.com)

## LINKS TO ADDITIONAL RESOURCES

### ADDRESS INPUT GUIDELINES

<http://www.scwmls.com/pdf/streetnames.pdf>

### ARCHITECTURE/HOME STYLE GUIDE

<http://www.scwmls.com/pdf/styleguide.pdf>

### FEE SCHEDULE

[http://www.scwmls.com/pdf/Fees\\_13.pdf](http://www.scwmls.com/pdf/Fees_13.pdf)

### FINISHED SQUARE FOOTAGE GUIDE

<http://www.scwmls.com/pdf/sqftguide.pdf>

### SUMMARY OF MLS FINES

<http://www.scwmls.com/pdf/mlsfinessummary.pdf>