



Handbook

(Bylaws) (Policies and Procedures)

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Additional MLS information and forms are on the MLS website:
www.scwmls.com

Mission Statement: The South Central Wisconsin MLS is a member-first organization. SCWMLS commits to fostering a world class member experience and to continually seeking advancements that make the market work.

Vision Statement: SCWMLS drives cooperation and opportunity in the real estate profession and market.

Last updated: 2/28/2026
Last Certificated by NAR: 2/28/2026

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For additional forms and information see the MLS website 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 Board of Directors 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.

V. Who Should Have

Every person or department in a Participant office should have access to the Handbook which can be accessed via www.scwmls.com.

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., hereinafter referred to as RASCW.

ARTICLE I

A. NAME

The name of the corporation is the South Central Wisconsin MLS Corporation, hereinafter referred to as the Service or SCWMLS.

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 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.

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 SCWMLS.

Note: Associations must choose whether the service will accept listings from beyond its service area into the MLS compilation. *(Amended 11/17)* **M**

C. PARTICIPATION

1. REALTOR® Participation Defined

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, without further qualification, except as otherwise stipulated in the Bylaws and Rules and Regulations, shall be eligible to participate in the SCWMLS 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 SCWMLS "Membership" or "Participation" unless they hold a current, valid real estate broker's license and cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by the SCWMLS 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 SCWMLS 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 cooperate 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, share information on listed property, and make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. "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 cooperate with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). 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 cooperate. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to cooperate 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 the cost of bringing the Service to the Participant. Forms of charge shall be specified in the Rules and Regulations of the Service. The SCWMLS 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 SCWMLS 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 their term as a Director.

ARTICLE IV – BOARD OF DIRECTORS

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 the 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.
- 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 their 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.

Term Limits:

- Directors from Participant firms **other than the five largest firms** who have served more than five (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.

Nomination and Appointment Process:

- The Executive Committee shall annually notice the Participants of the election of Directors.
- The Committee shall 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.

Resignation or Removal:

- 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.
- 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.

1. Disclosure Requirements:

- 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:
 - o The Director or Officer shall be promptly notified.
 - o If the matter is under current or upcoming discussion, the Director or Officer shall:
 1. Not participate in the discussion without full disclosure;
 2. Not vote on the matter.
 - o The Board may ask Directors with material conflicts of interest to leave the meeting during discussion of the matter.
 - o The Board minutes shall state which Directors or Officers were present, the content of the discussion, and any roll call of the vote.
- If the material conflict of interest is ongoing, the Director or Officer shall eliminate the conflict or resign from the Board or Officer position.

2. Financial Interest Definition:

An Officer or Director has a financial interest if they have or may acquire, 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. Material Conflict of Interest Definition:

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 their fiduciary duties to the SCWMLS.

ARTICLE V – OFFICERS

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.
- The Vice President shall become President the following year.
- 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 fewer than four favorable votes.
- At their October meeting, the current Directors will elect from their members a Vice President, who will become President the following year, and a Treasurer.
- If the current Vice President cannot or will not serve as President the following year, when noticed, the 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.
- The Board 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 – MEETINGS & COMMITTEES

A. Meeting of Participants

- An annual meeting of the Participants for presentation of the upcoming budget shall be in November of each year, with the date, place and hour 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

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,
 - 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.
1. Committee members who have served more than five (5) consecutive years shall not be eligible for reappointment. 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, if they so choose.

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 – AMENDMENTS AND RULES

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.

Note: Some associations may prefer to change the rules and regulations by a vote of the participants, subject to approval by the board of directors of the association of REALTORS®. **M**

ARTICLE VIII – INDEMNIFICATION

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 – DISSOLUTION

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 RASCW. 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, RASCW.

Rules & Regulations of the South Central Wisconsin MLS Corporation (SCWMLS)

I. Membership

REALTOR® Membership

A. Eligibility for Participation

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 SCWMLS 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. Limited Services for Non-Participants

The SCWMLS 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 SCWMLS. Changes to this list are to be made as follows:

1. Addition of New Participants

Per Section A above.

2. Changes in 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. Reinstatement

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. Discontinuation and Reapplication

Participants of the Service may discontinue the Service by giving the Service written notice and may reapply 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

Transfer of Salesperson or Appraiser: When a salesperson or licensed or certified appraiser transfers from one Participant to another, notice must be submitted to the Service.

E. Membership Dues Waivers

1. Licensed Hourly or Salaried Employees

MLS dues can be waived for licensed hourly or salaried employees of a Participant. To qualify, an employee cannot list, sell or appraise real estate. The employee and the MLS Participant must sign a waiver form.

2. Licensees or Appraisers Subscribed to a Different MLS or CIE

MLS dues can be waived for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or Commercial Information Exchange (CIE) where the principal broker participates.

3. Prolonged Illness or Military Leave

Requests for waiver of MLS dues in situations of prolonged illness and military leave will be reviewed and approved by MLS staff.

F. Teams

Teams may register for a separate team MLS account in addition to their individual agent logins. The team will be assessed the same MLS dues as an individual agent. The "last name" of the team account must be the word Team or Group.

Requests for waiver of MLS dues in situations of prolonged illness and military leave will be reviewed and approved by MLS staff.

II. Access to Comparable and Statistical Information

RASCW Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the SCWMLS, are nonetheless entitled to receive, by purchase or lease, 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.

A. Requests for MLS Statistics

- If staff receives a request for MLS statistics, staff shall honor the request *provided* the type of statistics requested (e.g., 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 (e.g., 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.
-

B. Requests Not Covered by Existing Data

- 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 also **what the statistics will be used for**.
-

C. Sold Only Access

Since comparable statistics are a service of the Association, RASCW 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. Establishment of Fees

All fees and charges shall be established by the Board of Directors with RASCW approval.

B. Service Fees and Charges

The following service charges for operation of the multiple listing service are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed:

Initial Participation Fee: An applicant for participation in the service shall pay an application fee of \$150.00 with such fee to accompany the application. Office fee setup is \$150

Note: The initial participation fee shall approximate the cost of bringing the service to the participant.

Recurring Participation Fee: The annual participation fee of each participant shall be an amount equal to \$325.00 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is

employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis.

However, MLSs must provide participants 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. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.* *(Amended 5/18 and 8/18)* **M**

Note 1: A multiple listing service may elect to have such fees payable on a quarterly or even on a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

Note 2: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. *(Amended 11/17)*

Listing Fee: A participant shall pay a monthly listing fee in an amount equal to the number of listings he filed with the service during the previous month, multiplied by the listing fee of \$0.00 per listing.

Note: An alternative provision for the listing fee is: "For filing a new listing or renewal of a listing with the service, a fee of \$0.00 shall accompany each listing when filed with the service."

(Amended 8/24)

C. Review and Adjustment of Fees

Fees, dues, and charges shall be reviewed from time to time by the Board of Directors to ensure 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.

D. Suspension and Cancellation for Non-Payment

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 the 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. Properties to be Listed

A. Mandatory Listings

Listings of real property of the following types are mandatory if located within the

service area of the MLS:

- Single family
- Condominium
- Lots & acreage
- Multi-family (8 units

or less) These listings must be:

- Listed subject to, and within the scope of, the Participant's licensure as a real estate broker.
- Taken by Participants on an exclusive right-to-sell or exclusive agency basis solely with Participants.
- On a form currently approved by the Department of Safety and Professional Services or permitted under its rules.
- Submitted immediately upon MLS request for listing contracts.

Listing Form Requirements

The multiple listing service 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 multiple listing service. However, the multiple listing service, 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 multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

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

Types of Listing Agreements

- Exclusive right-to-sell
- Exclusive agency
- Open
- Net

The multiple listing service 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 cooperate with other Participants of the multiple listing service acting as subagents, buyer agents, or both.

Clarification on Listing Types

- **The exclusive right-to-sell listing** is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property.
- **The exclusive agency listing** also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property, 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 taken to avoid confusion between:

- Exclusive agency listings
 - Exclusive right-to-sell listings with/without prospect reservations
-

Multiple Listing Options for Sellers

Office (Firm) Exclusive Listing Option: Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers

Delayed Listing Option: Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for [up to a maximum of 90 days]. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a matter consistent with the seller's choice.

Exempt Listing Disclosure: The filing of an exempt listing (firm exclusive or delayed listing) with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes:

- disclosure about the professional relationship between the Participant and the seller;

- acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and
- confirmation of the seller’s decision that their listing not be publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing.

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules. **M** (Amended 8/25)
M

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale. Each MLS has the unfettered local discretion in determining what is most suitable for their marketplace regarding a Delayed

Marketing Exempt listing which includes adopting “o” days or to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy.

Note 2: MLS Participants must distribute Firm Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day once after the listing has been publicly marketed.**M**

B. Optional Listings

The following listing types are **optional** for submission to the MLS:

- Commercial properties
- Mixed-use residential and commercial
- Residential properties with **more than 8 units**
- Properties **outside the MLS service area**

Additional Optional Listing Categories

- **Manufactured Homes Without Land**
 - Allowed on the MLS
 - Must include in Broker-to-Broker remarks:
“Personal property sale-No approved forms-See www.scwmls.com/pdf/mh.pdf”
- **Houses With No Land / On Leased Land**
 - Allowed if structure is not conveyed by motor vehicle title
 - Lease must exceed 1 year

- o Public remarks must include: *“no land is included in the sale”*
- o Broker-to-Broker remarks must include:
“DSPS forms related to the listing and sale of real property may not be appropriate for this transaction.”
- **Building Contracts**
 - o Allowed **only if** they include land for sale.
- **Auction Properties**

A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Amended 11/25) **M**

 - o Must explain list price in first line of remarks
 - o Must include auction information form as associated document
 - o *“Auction”* must be prominently displayed on the primary photo
- **Condo Units With No Living Space** (e.g., piers, garages, storage)
 - o May be listed under *Lots & Acreage* category
 - o Must be available for purchase to the general public
 - o Public remarks must disclose unit type and absence of living space

MLS Deletions by Staff

MLS staff **will delete** the following **upon expiration or sale**:

- Timeshare condominiums
- Manufactured houses without land
- Improvements on leased land
- Buildings with no land
- Expired listings that have not begun construction
- Non-residential confidential listings with no disclosed location

Deletion Upon Request

At the listing company’s request, MLS staff **will delete** any non-sold listing no longer available for sale, **if listed for 7 days or fewer**.

If listed **longer than 7 days**, the listing agent may submit a request with circumstances to the MLS Board of Directors for consideration.

C. Exempt / Ineligible Listings

1. Firm Exclusive Listings

- For clients who **direct** that their property not be advertised to the public or outside agents.
- Listing broker must submit:
 - Fully executed listing contract
 - Completed Multiple Listing Options for Sellers Authorization Form
 - **Within 4 days** of the effective date
- Late submission fines:
 - \$100/day, up to \$2,500
 - If self-reported: flat \$100
- If advertised to the public or outside agents:
 - Must be submitted to MLS **within 1 business day**
 - Late submission fine: \$500/day, up to \$7,500

2. Net or Open Listings

- **Not eligible** for filing with the MLS
 - Net listings are unethical and often illegal
 - Open listings are not accepted unless required by law

Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients.

D. Listings of Former Members

1. Suspended Participants

- May retain listings in MLS until sold, removed, or expired.
- Listings **cannot** be renewed or extended.
- If suspended for **non-payment**, MLS is not obligated to provide services, including listing inclusion.
- MLS must notify the Participant in writing before removal so the client can be informed.**M**

2. Expelled Participants

- May retain listings in MLS until sold, removed, or expired.
- Listings **cannot** be renewed or extended.
- If expelled for **non-payment**, MLS is not obligated to provide services.

- MLS must notify the expelled Participant in writing before removal so the client can be informed.**M**

3. Resigned Participants

- MLS is **not obligated** to provide services upon resignation.
- MLS must notify the resigned Participant in writing before removal so the client can be informed.

V. Filing and Reporting Procedures

A. Administrative Sanctions

Administrative Sanctions are defined as fines imposed as a result of filing and reporting violations that shall be assessed administratively by MLS staff, as directed by the MLS Board of Directors. Participants have the ability to contest any administrative sanction by filing a written explanation addressing why they believe the fine should not have been assessed. This written explanation shall be reviewed by the MLS Board of Directors at the next meeting following receipt. If the Board confirms the fine as originally assessed, the fine shall be due 30 days from the date of notification of the decision by the Board of Directors. All rights and services granted the Participant shall be suspended if not paid within these 30 days.

B. Listing Submission Requirements

1. Mandatory Entry Timeline

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 (up to \$7500). (Adopted 11/19)

Public marketing includes, but is not limited to:

- o Flyers displayed in windows
- o Yard signs
- o Digital marketing on public-facing websites
- o Brokerage website displays (including IDX and VOW)
- o Digital communications marketing (email blasts)
- o Multi-brokerage listing sharing networks
- o Communications introducing the property to agents outside the listing firm
- o Applications available to the general public

A business day is defined as a calendar day other than Saturdays, Sundays, legal public holidays under Wisconsin or Federal law, and any day the postal service does not receive registered mail or make regular deliveries.

2. Listing Entry without Public Marketing

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.

- o Fine: \$100/day (up to \$2500) for entries beyond the 4-day window.

3. Showings and Delayed Status

All MLS mandatory properties must be made available for showings on the date of listing unless otherwise specified in the listing contract.

- o Properties may remain in Delayed status for an initial period of up to 45 days.
- o One extension of an additional 45 days is permitted, for a maximum of 90 days in Delayed status.
- o To request an extension, the Listing Firm must provide the MLS with an amendment signed by all parties to the contract prior to the expiration of the initial 45-day period.
- o If no signed amendment is received by the 46th day, the property will automatically be moved to MLS Suspended status.

4. Listing Data Accuracy

- o Participants and subscribers are required to submit accurate listing data and correct any known errors.
- o Residential listings must include a valid property address; where unavailable, a parcel identification number or a legal description sufficient to describe the location must be provided. **M**
- o The full gross listing price will be published unless the property is subject to auction.

5. Listing Contract Requirements

- o Listings shall bear a definite and final termination date, as negotiated between the listing broker and the seller. **M**
- o A new listing contract must be drafted and signed to create a new MLS entry.
- o If not received within 7 days, the new listing will be deleted and the listing broker fined \$50.

6. Concessions Disclosure

- o Buyer concessions must be stated in MLS Remarks.
- o Concessions must be listed as a **dollar amount**, not a percentage.
- o Concessions conditioned on payment to a buyer's agent/firm are not allowed.

C. Status Changes and Reporting

1. **Withdrawal**

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his or her exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller. (Adopted 11/96) **M**

- o Must be reported within 3 days of the property no longer being shown.
- o Active status cannot be removed during the contract term unless mutually agreed upon.

2. **Contingencies**

- o The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled. **M**

3. **Pending Sale Cancellations**

- o Must be reported immediately; listing shall be reinstated. **M**

D. Showings and Status Clarifications

1. **No Showings Directive**

- o If the seller restricts showings, the listing must be in Delayed or Active with a future showing date in public MLS remarks.
- o Agents must cancel appointments if property is not available on the scheduled showing date.
- o Previous showings do not exempt the property from showing restrictions under Delayed or Active with no showings.

2. **Access Limitations**

- o No showings or previews are allowed under Delayed or restricted Active status, including by the seller.
- o Listing firm agents may access for marketing preparations (e.g., staging).
- o Group tours are not allowed.

3. **Withdrawn by Seller Status**

- o Used when the seller no longer wants to market but the contract is not terminated.
- o No showings or marketing are permitted.

- o A copy of the seller-broker agreement must be provided to MLS upon request.
 - o MLS may remove listing if seller proves exclusive relationship with broker has been terminated.
-

E. Offer Status and Deadlines

1. Accepted Offers Reporting

- o Must be reported within 3 days as:
 - **PND** (Offer-No Show): No more showings or offers accepted
 - **AC** (Offer-Show): Still allowing showings
- o **AB** (Offer-Bump) status or broker remarks disclosure applies to bump clauses or short sales.

2. Restrictions & Exceptions

- o Once showings are no longer allowed, listing must be changed to PND within 3 days.
- o If the seller instructs not to disclose the offer, listing must be changed to Withdrawn by Seller.

3. Fines

- o \$5/day late fee (max \$100) for late reporting of status change.
 - o \$100 additional fine for falsifying accepted offer date.
-

F. Closed Sales and Price Reporting

1. Timeline

- o Reports of closed sales, exchanges, and rentals must be submitted within 10 days.
- o Fine: \$5/day late (max \$100)
- o Additional \$100 fine for falsifying closing date.

2. Cooperating Broker Reporting

- o Must report to listing broker within 5 days; listing broker must report to MLS within 5 days of notice.

3. Team Sales Reporting

- o If the team is registered in the MLS, sales must be recorded under the team record if requested.
- o If not registered, listing office may credit either the team lead or individual agent.

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. *(Adopted 11/11)* **M**

Notes

NOTE 1:

Listing agreements should include express permission for:

- Advertising the property
- Filing the listing with MLS
- Timely status changes
- Sale information sharing, including price

Dissemination of sales data before settlement must be authorized in the agreement. Sale prices may be shared with:

- Governmental bodies (statistical purposes, valuation challenges)
- Academic researchers and approved third-party service providers

If misuse of this data occurs, sellers (via listing broker) may request written withholding of sale price information.

NOTE 2:

Sales price recorded in the MLS must match the Real Estate Transfer Return.

NOTE 3:

Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants. **M**

Note 3: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are 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. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. *(Amended 8/24)* **M**

G. Price or Material Condition Changes

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.

H. Accuracy and Responsibility for Listing Information

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.

I. Secondary Marketing Areas

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.

J. Value Range Pricing

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 contractual list price 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.

K. Limited-Service Listings

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. 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.

L. Remarks Content Policy

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.

M. Listing Expiration, Renewal, and Extension

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.(Amended 11/01)

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. (Amended 11/01) **M**

N. Listing Photos

Photos are required for all active and Sold Comp listings, excluding 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. 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 to take a photo and assess a \$50 fee to the listing Broker if the photo is not provided after notice.

Restrictions:

- No photos of bodies of water are allowed unless the view is visible from the property or deeded access.
- Watermarks on photos are limited to the license number of the MLS Participant Broker. Use of watermarks is optional.

O. Short Sale Disclosures

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. **M**

P. 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. **M**

Q. 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. **M**

VI. Compensation Notices

A. Broker Compensation Negotiability

MLS Participants and Subscribers must disclose to prospective sellers and buyers that broker compensation and fees for services are not set by law and are fully negotiable. This notice must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).

B. Required Consumer Disclosure

Disclosure of Compensation: MLS Participants and Subscribers must:

- Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
- Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. *(Adopted 8/24)* **M**

C. Compensation Disclosure to Sellers

MLS Participants and Subscribers must conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (i.e. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.

C–E. MLS Non-Interference with Compensation

D. 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 multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. **M**

E. A broker's compensation is solely a matter of negotiation with their client.

F. Compensation offered to cooperating brokers is determined solely by the listing broker.

G. Prohibition on Compensation Disclosure in MLS

The compensation negotiated between the seller and the listing broker, or total broker compensation (i.e., combined compensation to both the listing brokers and buyer brokers), must NOT be disclosed within the MLS.

G–I. Prohibition on Offers of Compensation

H. MLS Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers or representatives in the MLS.

I. The MLS and its members may not support or facilitate non-MLS mechanisms (including internet aggregators) for offering compensation.

J. Use of MLS data or feeds to create or maintain any compensation offer platform is prohibited and will result in termination of MLS access.

K. Misrepresentation of Cost to Clients

MLS Participants and Subscribers must not represent that their brokerage services to a

client or customer are free or available at no cost unless they will receive no financial compensation from any source for those services.*(Amended 11/21)* **M**

L. Filtering Based on Compensation

MLS Participants and Subscribers must not filter or restrict listings shown to clients based on compensation levels or based on brokerage or agent identity.*(Adopted 8/24)* **M**

VII. Showing Procedure

A. 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 their representative; however, the listing broker, at their option, may preclude such direct negotiations by cooperating brokers.*(Amended 4/92)* **M**

B. MLS Participants and Subscribers working with a buyer must enter into a written agreement with the buyer prior to touring a home. The MLS reserves the right to request copies of such agreements from time to time. Member agrees to submit those requested agreements immediately upon request. The written agreement must include:

1. A specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
2. The amount of compensation in a manner that is objectively ascertainable and not open-ended.
3. A term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
4. A conspicuous statement that the broker fees and commissions are not set by law and are fully negotiable.

C. 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 their representative has the right to participate in the presentation to the seller or lessor of any offer they secure to purchase or lease. They do 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 their representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. They do 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 SCWMLS. 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 SCWMLS 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.

The SCWMLS may suspend access, by any eKEY subscriber, to our lockbox system following their arrest and prior to a final determination on any such charge if the determination of the Board of Directors, and after consultation with legal counsel, is that the charge 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 their eKEY in an emergency to a Keyholder from their firm who is in good standing with the MLS lockbox system, with the understanding that the loaner agrees that they are 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 lockboxes 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 eKEY app 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

Note: Rules and sanctions related to the filing of listings can be found under Section V. Filing and Reporting Procedures.

A. Jumped Listings

Participants shall not solicit a listing on property filed with the Service unless such solicitation complies with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

Note: This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their properties to be filed with the service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

This section is also intended to encourage brokers to participate in the service by assuring them that other participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics. **M**

B. Reproduction and Use of MLS Compilation Data

Participants, their affiliated licensees, or appraisers working for Participants may reproduce and distribute a *reasonable* number of single copies of MLS property listing data to prospective purchasers, provided that:

- The properties relate to those in which the purchaser has a bona fide interest.
- Confidential data fields may not be included in reports distributed to the public. Such confidential fields include:
 - Listing Date
 - Expiration Date
 - Owner Name
 - Broker-to-Broker Comments
 - Occupancy Features
 - All Showing Instruction Fields
 - Cumulative Days on Market
 - Named Exceptions Y/N
 - Licensee Interest Y/N
 - Limited-Service Y/N
 - Exclusive Agency Y/N
 - Internet Y/N
 - Electronic Consent Y/N
- Listings filed with the Service may not be shared with non-Member brokers or firms without prior consent of the listing broker. **M**
- Official MLS information is confidential and solely for use by Participants, their affiliated licensees, or certified appraisers. This information may not be transferred or transmitted in any form to unauthorized individuals, offices, or services, including third-party or Internet data services unless approved and controlled by SCWMLS. **M**

MLS content may be used for valuation purposes, including automated valuation models, by authorized Participants. MLSs must provide or permit access to data feeds for this purpose. A third-party license agreement and cost recovery may be required. Confidential fields may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14) **M**

“Reasonable” is defined by how well the number of reproductions aligns with a typical buyer’s interest and purchasing ability, the number of listings in the system, and whether the listings reproduced reflect a focused, bona fide search.

C. Public Advertising and Representation

Use of MLS information in public mass media advertising or public representation by an MLS Participant is allowed but must meet the following requirements:

- Statistical reports from the MLS may only be published when part of a Member's advertisement.
- All representations based on MLS or Association data must clearly state:

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

D. Control of MLS Compilations and Contact Information

Participants must maintain control and responsibility for any MLS compilations leased to them. Distribution is limited to:

- Subscribers affiliated as licensees,
- Licensed or certified appraisers,
- Other authorized subscribers.

MLS data, including office/agent rosters or contact information, may only be used as permitted by the user’s licensure or certification. Unauthorized use is prohibited. **M**

Use of MLS email addresses for **bulk emailing** is **prohibited**.

E. "For Sale" Signs

Only the “For Sale” sign of the listing broker may be placed on a property. (Amended 11/89) **M**

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. (Amended 4/96) **M**

F. Marketing Accepted Offers

Before closing, the cooperating (selling) broker may not publicly market the existence of an accepted offer without the listing broker’s approval.

Examples include, but are not limited to:

- Yard signs
- Flyers
- Social media posts

G. Photos, Images, and Media Content

Participants submitting photos, videos, virtual tours, or other content to SCWMLS:

- Represent they have the legal rights to do so.
- Authorize SCWMLS to publish the content wherever SCWMLS data appears.
- Agree to indemnify SCWMLS and other MLS entities against claims related to unauthorized use.

If submitted content lacks proper authorization:

- A fine of **\$25 per image or media item** may apply.
- SCWMLS will remove the unauthorized content promptly.
- Additional legal remedies may be pursued by copyright holders.

H. Use of "MLS" or "Multiple Listing Service" Terminology

Participants, subscribers, or their affiliates shall not:

- Suggest that their firm is an MLS.
- Imply that consumers have direct access to MLS databases.

Participants may represent that authorized MLS information is available to clients/customers on their websites or via other means.

I. Advertising Prior to Listing Effective Date

Public marketing of a property **before the effective date** of the listing contract (if it includes enough detail to activate buyer interest) will result in:

- A fine of **\$200 per day**, up to **\$5,000**, from the time of advertisement until the contract's effective date.

J. Misrepresentation of Cost

Participants and Subscribers must **not represent** that their brokerage services are **free or at no cost** unless they receive **no financial compensation from any source**.

K. Offers of Compensation in the MLS

MLS Participants, Subscribers, or their sellers **may not make offers of**

compensation to buyer brokers or other buyer representatives **within the MLS**.

L. Prohibited Use of MLS Data for Compensation Platforms

Using MLS data or data feeds to directly or indirectly establish or maintain a platform that makes **offers of compensation** from multiple brokers to buyer representatives is:

- **Prohibited**
 - Will result in **termination of access** to all MLS data and data feeds.
-

M. Filtering or Restricting Listings

Participants and Subscribers must **not filter or restrict listings** shown to clients based on:

- The **existence or level of compensation**
- The **name of a brokerage or agent**

XI. Compliance with Rules – Authority to Impose Discipline

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 **M**

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.**M**

Note 2:

Administrative Sanctions are defined as fines imposed as a result of filing and reporting violations that shall be assessed administratively by MLS staff, as directed by the MLS Board of Directors. MLS Participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they may be required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must copy the subscriber's participant on all notices of MLS rule violations that may result in a hearing. The participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.**M**

Note 3:

Generally, warning, censure, and the imposition of a fine are sufficient to constitute a deterrent to a violation of the rules and regulations of the MLS. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the MLS.

XII. Enforcement of Rules or Disputes

A.

A Tribunal of three (3) members of the MLS Board of Directors shall give consideration to all written complaints having to do with violations of MLS rules and regulations that are not a result of filing and reporting violations (see Section V). Complaints of unethical conduct shall be referred to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's Bylaws. **M**

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.**M**

C.

Prior to review by the Tribunal, MLS staff will share the complaint with the accused and request they provide a reply. Both the complaint and reply, if supplied, will be provided to the Tribunal. The accused may appear before the Tribunal at their request. If the Tribunal determines a violation occurred, the Tribunal is empowered to impose discipline, taking into consideration previous violations of the accused, and discipline assessed by the MLS in the past for similar infractions.

D.

The accused may appeal the Tribunal's decision to the full MLS Board of Directors within twenty (20) days of receipt of the outcome. Members of the Tribunal are not permitted to vote on the appeal.**M**

E.

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the committee's decision. (Amended 11/96)

If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the board of directors of the association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the association's grievance 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 board of directors of the association of REALTORS®. (Amended 2/98) **M**

F.

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 Directors' 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. **M**

G.

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.**M**

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 they are 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.**M**

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.**M**

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.

Note:

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 SCWMLS and in the copyrights therein, shall at all times remain vested in the SCWMLS.

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.

Note:

Participants and those persons affiliated as licensees with such participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation. **M**

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.**M**

Exception:

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.**M**
- "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 they refuse to permit display (either on a blanket or on a listing-by-listing basis).**M**

- If a Participant refuses **on a blanket basis**, they or sales agents licensed with them may not download, frame, or display the aggregated MLS data of other Participants.
- Even where Participants have given blanket authority, such consent may be withdrawn **on a listing-by-listing basis** if the seller prohibits all Internet or electronic display/distribution.

1. Participation Eligibility

Participation in IDX is available to all MLS Participants who are REALTORS® engaged in real estate brokerage, provided they consent to the display of their listings by other Participants.**M**

Non-principal brokers and sales licensees affiliated with IDX Participants may display IDX information on their own websites subject to their Participant's consent, control, and applicable state law/regulation.

2. Notification to MLS

Participants and their licensed sales agents must notify the MLS of their intention to display IDX information and must give the MLS direct access for monitoring and compliance purposes.**M**

3. Purpose of Use

IDX-provided listings may be used **only for display** as permitted in these rules. Participants and licensed agents are **not required** to prevent indexing of IDX listings by recognized search engines.**M**

4. Property Address Inclusion

Listings, including property addresses, can be included in IDX displays **unless** a seller has directed the listing broker to withhold them from all Internet or electronic display.

5. Selection Criteria

Participants and licensed agents may choose which listings to display through IDX sites based **only on objective criteria** (e.g., location, list price, property type, listing type). Each Participant must independently determine their display selections.**M**

6. Data Refresh

SCWMLS downloads and IDX displays fed by those downloads must be refreshed **at least every 12 hours**.**M**

7. Data Distribution Restrictions

Except as provided in IDX policy, no IDX site or permitted display may distribute or provide access to any portion of the MLS database to other entities.**M**

8. Brokerage Identification

All IDX displays must **clearly identify** the name of the brokerage firm under which the Participant or licensed agent operates.**M**

9. Third-Party Comments or Estimates

If an IDX display:

- a. Allows third-party comments/reviews or links to them near listings, or
- b. Displays an automated value estimate or links to one,

These features must be disabled for **the seller's listings upon the seller's request**.

The listing broker/agent shall inform SCWMLS if the seller has elected to disable one or both.

IDX displays may notify consumers that features have been disabled at the seller's request. Subject to #10, Participants or agents may communicate their **professional judgment** about listings. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

(Adopted 05/12) **M**

10. Accuracy of Data Added by Participants

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

Participants and agents must provide a method (e.g., email, phone) to receive comments regarding any property-specific information they add beyond SCWMLS data.

Upon receiving an explanation from the listing broker/agent about why data is false, the Participant or agent must correct or remove it.

However, no correction is required for **good faith opinion or professional judgment**.**M**

An MLS participant (or where permitted locally, an MLS subscriber) 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 the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, "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 MLSs on a single search results page; and that

participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14) **M**

C. Display of Listing Information Pursuant to IDX is Subject to the Following Rules

1. Permitted Fields

Listings shall only display data fields designated by SCWMLS. Sold listings (from Jan 1, 2012) may include sold date and price.

Confidential fields (e.g., showing instructions, security info) are **prohibited**.

2. Listing Agreement Types

The type of listing agreement (e.g., exclusive right-to-sell) **may not be displayed**.

3. Data Manipulation Restrictions

Participants/agents may not modify or manipulate other Participants' listing data. They may augment IDX displays with external property info as long as:

- The source is clearly identified,
- The external data is separated from SCWMLS data.**M**

4. Firm & Contact Disclosure

All listings must identify the listing firm and either email or phone number provided by the listing Participant:

- In a **prominent location**, using a **readily visible** color and typeface **not smaller** than the median used in the listing data display.**M**
- Displays under 200 characters (e.g., “thumbnails,” “tweets”) are exempt **if** they link to a full disclosure display.
- Filtering listings by brokerage or agent name is **not allowed**.

5. SCWMLS Credit and Disclaimer

IDX displays must credit SCWMLS and indicate data is reliable but not guaranteed. SCWMLS may require additional disclaimers.

Listings obtained outside of SCWMLS IDX feeds must indicate their source. Minimal displays (e.g., tweets) are exempt **if** they link to full disclosures.

6. Consumer Use Disclosure

Websites must state that IDX information is for **consumers' personal, non-commercial use** only.

For audio delivery, disclosures must be electronically delivered or linked. Minimal displays must link to full disclosures.

7. Advertising Restrictions

Deceptive or misleading advertising, including co-branding, is prohibited.

Co-branding is presumed **not misleading** if the Participant's logo/contact info is **larger** than that of any third party.

8. Listing Limit

Consumers may retrieve or download **no more than 500 listings** per inquiry.

9. **Prohibited Status Displays**

Display of **Expired, Delayed, and Withdrawn by Seller** listings is **prohibited**.

10. **Prohibited Seller/Occupant Info**

Display of seller's or occupant's names, phone numbers, and email addresses is **prohibited**.

11. **Security Requirements**

Participants/agents must employ **appropriate security protection** (e.g., firewalls). Security standards must not exceed those used by SCWMLS.

12. **Audit Trail Requirement**

IDX operators must maintain an **audit trail of consumer activity** and provide it to SCWMLS if a security or rule breach is suspected.

13. **Email & Print Display Compliance**

Email responses and printed reports from IDX sites must follow the same display rules as online listings.

14. **Office/Agent Rosters**

These rosters are for **linking listings only**.

Participants and agents are **not authorized** to publish full office or agent rosters obtained from the MLS dataset.

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.

D. Sales Agents May “Frame” Participant’s Sites

A 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 the 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 upon 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 the licensed sales agent'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 licensed sales agent's IDX site necessary to cure a violation of the SCWMLS rules must be completed within **10 days** of notice from SCWMLS.
 - If, after 10 days, the IDX site remains non-compliant, the vendor will be directed to remove all SCWMLS IDX listings.
 - The Participant will be assessed a fee of **\$100 per day** until the non-compliance issues are resolved or the SCWMLS IDX listings are removed.
 - If, on the **20th 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)**.

Written Buyer Agreement

Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
- the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. **M**

XV. VOW Rules

Section 19.1 — Definitions and Scope

A. Virtual Office Website (VOW):

A 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 a broker-consumer relationship (as defined by state law) has been established. The consumer must be given the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. **M**

- A non-principal broker or licensed sales agent affiliated with a Participant may operate a

VOW with the Participant's consent.

- Any VOW operated by a non-principal broker or licensed sales agent remains subject to the Participant's oversight, supervision, and accountability.

B. Terminology:

- The term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees, except when used in the phrases "**Participant's consent**" and "**Participant's oversight, supervision, and accountability.**"
- "VOW" and "VOWs" include all Virtual Office Websites operated by Participants, non-principal brokers, sales licensees, or Affiliated VOW Partners (AVPs).**M**

C. Affiliated VOW Partner (AVP):

An AVP is an entity or person designated by a Participant to operate a VOW on their behalf, under the Participant's supervision and accountability, and in compliance with the VOW Policy.

- An AVP has no independent participation rights in the MLS.
- An AVP may use MLS Listing Information only in connection with operating a VOW on behalf of a Participant.
- Access to MLS Listing Information by an AVP is **derivative of the Participant's rights.****M**

D. MLS Listing Information:

Refers to active listing data and sold data provided by Participants to the MLS, and aggregated and distributed by the MLS to its Participants.**M**

Section 19.2 — Display Rights and Scope of Use

A. A Participant's VOW may only display MLS Listing Information from the MLS(s) in which the Participant holds participatory rights.

- However, if a Participant operates offices in multiple MLSs, they may create a **master website** linking to VOWs for each office.**M**

B. A VOW may offer additional features, data, or functionality (e.g., IDX) subject to the VOW Policy and MLS Rules.**M**

C. Unless otherwise stated in the VOW Policy or MLS Rules, Participants do **not** need separate permission to display other Participants' listings on their VOW.**M**

Section 19.3 — Broker-Consumer Relationship Requirement

Before allowing a consumer to search or retrieve any MLS Listing Information on a VOW, the Participant must:

1. **Establish a lawful broker-consumer relationship** (as defined by state law). This includes completing all required actions for providing real estate services, such as:

- o Satisfying all agency, non-agency, and disclosure obligations
 - o Executing any required agreements
2. **Obtain the name and a valid email address** for each Registrant.
- o The Participant must send an email to the address provided by the Registrant.

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 their 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.**M**

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.**M**

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.**M**

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.**M**

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.**M**

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.**M**

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.**M**

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.**M**

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.M

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:M

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.M

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.M

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."**M**

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 comment from the listing broker. 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. **M**

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.**M**

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.**M**

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.**M**

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, or type of property.**M**

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.**M**

Section 19.14

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

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

C. 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 their 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 their VOW to identify the name of the listing firm, and the email or phone number provided by the listing Participant, in a readily visible color, in a prominent location, and in typeface not smaller than the median typeface used in the display of listing data. Functionality shall not exist to filter out or restrict listings based on the name of a brokerage or agent.

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 their 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 their 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.

XVI. Brokerage Back Office (BBO)

At the request of a Participant, a single data feed for that Participant's licensed uses shall be provided to that Participant's designee. The designee may use the single data feed only to facilitate that Participant's licensed uses on behalf of that Participant. Participants are entitled to use the BBO Data for BBO Use, subject to the terms below:

"BBO Data" means all real property listing and roster information in the MLS database, including all listings of all Participants, but excludes:

- (i) MLS-only fields (those fields only visible to MLS staff and the listing Participant), and
- (ii) Fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.

"BBO Use" means use of BBO Data by Participant and subscribers affiliated with the Participant for the following purposes:

- **Brokerage management systems** that only expose BBO Data to the Participant and subscribers affiliated with the Participant.
- **Customer relationship management (CRM) and transaction management tools** that only expose the BBO Data to the Participant, subscribers affiliated with the Participant, and their bona fide clients as established under state law.
- **Agent and brokerage productivity and ranking tools and reports** that only expose BBO Data to the Participant and subscribers affiliated with the Participant.
- **Marketplace statistical analysis and reports** in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

There is no option for Participants to opt out their listings from the Brokerage Back Office Feed Use.

SUPRA LOCKBOX SYSTEM – Additional Information

See 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 listings 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.

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

LINKS TO ADDITIONAL RESOURCES

[ADDRESS INPUT GUIDELINES](#)

[ARCHITECTURE/HOME STYLE GUIDE](#)

[FEE SCHEDULE](#)

[FINISHED SQUARE FOOTAGE GUIDE](#)

[SUMMARY OF LISTING RULES](#)

[SUMMARY OF MLS FINES](#)