

**NORTHWESTERN WISCONSIN
MULTIPLE LISTING SERVICE**

1903 Keith St, Eau Claire, WI 54701
Ph: 715.835.1089 Fx: 715.835.4621

Instructions and guidelines for participating in the Northwestern Wisconsin Multiple Listing Service:

1. Complete, sign and date this agreement.
2. Return completed agreement with check payable to NW WI MLS for \$550 application fee. This fee is a **one-time fee** as long as participation is continuous; if participation is dropped, a participant will be required to pay the application fee again before being given access to the MLS. Participation is non-transferable and non-refundable. The fee for each branch office of a Participant is \$100; NW WI MLS rules and regulations apply.
3. Provide a copy of appropriate business license for the firm and/or individual.

Check one of the following: <input style="margin-left: 100px;" type="checkbox"/> Main Office <input style="margin-left: 100px;" type="checkbox"/> Branch Office
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Northwestern Wisconsin Multiple Listing Service, Inc, a Wisconsin Corporation, enters into this agreement with:

Name of Corporation or Legal entity _____

Business Name (as it will appear on MLS records) _____

Office Address _____ City/State/Zip _____

Office Phone _____ Office Fax _____ Office e-mail _____

_____ (name) is the Participant and will be the individual responsible for the company and its associates.

Participant is a Realtor® member in good standing in _____ RANWW or _____
(name of Realtor® Association)

Please list all **partners and/or officers** in your company:

Please list or attach all licensees or licensed/certified appraisers associated with your office, including yourself.

1. **Definitions:** For purposes of this agreement, all parties agree to the following definitions:
 - A. "MLS" is the Northwestern Wisconsin Multiple Listing Service, Inc. (NW WI MLS)
 - B. "Participant" is the real estate broker or licensed or certified appraiser named above *and actively, on a continual and on-going basis during the operation of the Participant's real estate business, endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS.*
 - C. "Other Participant" is any company or person who has executed a contract substantially similar to this one and is a participant of NW WI MLS
 - D. "Access" to MLS is the use of or availability to the MLS computer system or MLS information, any MLS book, software or submission of listings or any other MLS product.

2. **Maintenance of Listing Service.** MLS agrees to maintain a multiple listing service for the exclusive use of the Participant and each other Participant. MLS shall act as a real estate listing clearinghouse by receiving listings from the Participant or any other Participant, and disseminating a copy of each listing received to the Participant and any other Participant. New member firms shall submit their current listings (with the sellers' approval) to the MLS within seven days of being given access to the MLS.

3. **Agreement to Comply with Rules and Regulations, and Code of Ethics.** The undersigned Participant hereby acknowledges receipt of the NW WI MLS Rules and Regulations. The Participant, by agreeing to this contract, agrees to be responsible for his/her associates for complying with the Rules and Regulations. In the event the associates fail to comply with the Rules and Regulations, the Participant will be held responsible and shall be subject to discipline as if the violations were done by the Participant himself/herself. It is understood that these Rules and Regulations may be changed from time to time, and the undersigned Participant hereby agrees to comply with such changes. These changes shall become part of this contract upon Participant's receipt of notification of these changes.

4. **Change of Participant.** The named Participant in this agreement cannot be changed without prior notification and approval of the MLS, and only within the parameters allowed by the Rules and Regulations. Such approval is conditioned on completion of proper forms (provided by the MLS) and the new Participant meeting all requirements of NW WI MLS Bylaws.

5. **Termination of Agreement.** MLS shall have the right to terminate this agreement in the event the Participant violates any of the terms of this agreement. A failure on the part of MLS to do so as to a particular violation shall not constitute a waiver by MLS as to subsequent violations.

6. **Terms of Agreement.** This agreement shall terminate on December 31 of the year entered into and shall automatically renew itself for additional one-year terms each year unless either party gives the other written notice of cancellation at least thirty (30) days prior to cancellation.

7. **Attach List of Persons Affiliated as Licensees.** Participants shall provide at the time this agreement becomes binding a list of all licensed agents and licensed/certified appraisers, brokers affiliated with the company referred to herein who shall be granted access to MLS. It shall be the Participant's responsibility to inform MLS in a reasonable period of time (not to exceed seven days) after a change in the list of licensees. ***This list must include a preferred MLS Username and Password for each licensee (4-8 character each,, case sensitive) named on the list.***

8. **Fees.** I agree to pay the applicable MLS monthly user fee *times the number* of real estate licensees or licensed/certified appraisers affiliated with my office or company.

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, may be grounds for revocation of my MLS participation, if granted. I further certify that I am qualified to participate in the Service according to provisions in Article IV of the Northwestern WI MLS Bylaws.

Signature of Participant _____ Date _____

Sign below ONLY if non-RANWW member:

This is to certify that I am currently a member in good standing of the _____ (name of Realtor® Association). My annual Realtor® dues are paid in full through _____ (date) and I agree to notify Northwestern Wisconsin Multiple Listing Service if I do not maintain my membership in that Realtor® Association. I am applying for membership as a Participant in the Northwestern Wisconsin Multiple Listing Service and agree to be bound by all rules and regulations and the Code of Ethics on the same terms and conditions as Realtor® Association members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other Realtors® in accordance with the established procedures of the Realtor® Association.

Signature of Participant _____ Date _____