RULES & REGULATIONS

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POLICIES & DEFINITIONS

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NORTHWESTERN WISCONSIN MULTIPLE LISTING SERVICES, INC.
RULES AND REGULATIONS

ADOPTED: 6/13/78

AMENDED: 9/11/79, 11/13/79, 10/21/80, 1/26/82, 1/18/83, 9/19/86, 9/11/87, 5/17/89,6/12/90, 12/19/94, 7/20/95, 6/12/97, 7/18/97, 1/9/98, 12/17/99, 12/1/00, 11/7/01, 8/8/02, 3/13/03, 6/26/03, 1/7/05, 9/22/05, 3/1/06, 3/9/07, 5/11/07, 6/19/08, 1/21/09, 7/17/09, 5/11/10, 5/24/10, 1/14/2011, 3/4/2011, 8/18/2011, 10/13/2011, 11/18/2011, 1/31/2012, 3/15/2012,7/12/2012, 3/8/2013, 3/13/2014, 1/12/2015, 3/9/2015, 7/2015, 2/2016, 11/2016, 02/2017/03/2017, 10/2017, 01/2018, 05/2018, 10/2018, 12/2018, 01/2019, 04/2019; 11/2019, 12/2019, 01/2020, 04/2020, 06/2020, 01/2021, 06/2021; 01/2022; 04/2023; 07/2024; 09/2024, 10/2024; 07/2025

LISTING PROCEDURES

Section 1. *LISTINGS OF REAL PROPERTY*. Listings of real property of the following types, which are listed subject to a real estate broker's license, and are located in the Mandatory Listing Area, and are taken by Participants on an exclusive right to sell or exclusive agency listing form must be delivered to the Northwestern Wisconsin Multiple Listing Service hereafter to be referred to as NWWMLS within three (3) business days of the start date of the term of the contract, after all necessary signatures of seller(s) have been obtained.

a) Single family homes for sale or exchange
b) Vacant lots and acreage for sale or exchange
c) Two-family, three-family, and four-family residential buildings for sale or exchange
d) Farms

Note 1. Failure by a Participant to provide NWWMLS with a listing agreement that is fully executed by all necessary parties upon request shall result in the following fine structure; 1st offense $750.00, 2nd offense $1500.00, 3rd offense $5,000.00.

Except as follows:

a) Property belonging to a member or their licensees
b) Leases or rentals
c) Properties used for commercial purposes
d) Any listing outside the State of Wisconsin and not contiguous to the State of Wisconsin
e) New Construction listings

Note 1. Any Excepted listings (a-e above) entered in the MLS must abide by these MLS Rules and Regulations.

***Note 2*:** 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:

1. May reserve the right to refuse to accept a listing form that fails to adequately protect the interests of the public and the Participants.

2. 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 Multiple Listing Service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement that grant the listing broker an exclusive right to market the property to the public acting as subagents, buyer agents, or both.

The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service.

The different types of listing agreements include:

a) Exclusive right-to-sell
b) Exclusive agency
c) Open
d) Net

The Service does not accept **net listings** or **open listings**.

The **exclusive-right-to-sell** means a contractual agreement between the seller(s) and the listing broker that grants the listing broker exclusive authorization to market the property to the public as the seller's agent.

The **exclusive agency** means a contractual agreement between the seller(s) and the listing broker that grants the listing broker exclusive authorization to market the property to the public as the seller's agent, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

"**Market to the public**" has the meaning set out in Section 1.0.

Exclusive agency listings and **exclusive-right-to-sell** listings with named prospects exempted should be clearly distinguished from **exclusive-right-to-sell** listings with no named prospects exempted, 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 exempted. Care should be exercised to ensure that different codes or symbols are used to denote **exclusive agency** and **exclusive-right-to-sell** listings with prospect reservations.

Note 3: A Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that a Multiple Listing Service must accept every type of listing. The Multiple Listing Service shall decline to accept **open** listings (except where acceptance is required by law) and **net** listings, and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service.

Note 4. A Multiple Listing Service accepts exclusively listed property that is subject to auction. Such listings show a listed price and are included in the MLS compilation of current listings.

Section 1.0 ***CLEAR COOPERATION:***
Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing is engaging in any one or more of the following: flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, applications available to the general public, or any substantively similar activity.

If the property is not added to NWWMLS within (1) business day of publicly marketing the property, the fine structure is as follows: 1st offense $750.00, 2nd Offense $1,500.00, 3rd Offense $5,000.00.

Note 1. 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 these 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.

Section 1.1. ***LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE:***
Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the seller (s). In the event that the listing of a Participant has as its listing agent, or salesperson, a licensee who is subject to a fee waiver under Section 6.3, then that listing shall be ineligible for submission to the service.

Section 1.2 ***DETAIL ON LISTINGS FILED WITH THE SERVICES:*** A Listing Agreement or Property Data Form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail, which is ascertainable as specified on the property data form (details may vary based on property class); provided, however, that no field, photo, attachment, or supplement file, or link on a listing in the Service may include an offer of compensation from seller or listing broker to cooperating brokers or an offer of a seller concession. Without limiting the foregoing, offers of compensation or seller concessions are not permitted in Public Remarks or Agent Remarks. Links or URLs are not permitted in Public Remarks, Agent Remarks, or in other MLS field if the target web page to which the URL links provides with a single click any offer of compensation the seller or listing broker is offering to potential cooperating brokers.

Details on listing must contain:

A. List Price
B. Status
C. Contract Type (Exclusive Right to Sell, Exclusive Agency)
D. Area code where property is located
E. Address: Street Number, Street Name, City, State, Zip Code

F. Name of listing agent
G. Firm name, phone, and fax numbers
H. House style
I. Property type
J. Beginning and expiration date of listing
K. Room dimensions & level location *(exception: bathrooms, full or half – level must be noted, room dimensions not required,)*

Note 1: Each room must be noted, with full descriptions. For example, if there are 3 bedrooms, there must be 3 bedrooms depicted on the input form.

L. Finished Square footage:

- **a.** Above finished grade
- **b.** Below finished grade
- **c.** Above unfinished grade
- **d.** Below unfinished grade
- **e.** Total finished square footage

M. Owners' name *(exception: corporately owned properties may be identified simply as "Corporate")*
N. Photo

1. All listings require at least one photo to be uploaded when the listing is filed with the Multiple Listing Service.

a. For residential single family and multi-family units (2-family, 3-family, 4-family), the main/primary photo must be an actual photo of the home's Exterior Elevation (not a clipart or facsimile image). As used in these Rules and Regulations, "Exterior Elevation" refers to the straight-on view of the home's exterior. The view should capture home features, such as an entry door(s), window(s), yard, porch, or deck (if any) and other details visible from the straight-on exterior view of the home. For samples of compliant photographs, please contact MLS staff. (See MLS Policies & Definitions for further definition of acceptable images.)

b. Satellite or GIS images are permitted in the MLS; however, satellite or GIS images are not permitted as the primary photo for residential property types.

c. For vacant land a satellite or GIS image may be the main/primary photo, however a photo of the actual property must also be submitted to the MLS to comply with N(1).

d. Facsimiles and/or floor plans are *only* allowed for properties yet to be built.

2. Submission of any photo to the MLS constitutes broker's representation that broker has the authority to grant to the MLS a license to use the photo(s) as permitted under these rules and bylaws, including, but not limited to, publishing the photo in the MLS compilations and elsewhere the MLS data is authorized (such as statistical reports, IDX, and syndication). **No other use** is authorized by the participant. In the event of any litigation relating to the reproduction of the photo by the MLS, the broker agrees to indemnify and hold harmless the MLS.

3. Sellers may expressly direct that photos of their property do not appear in the MLS. Such written directions must be signed by the seller and be available to the MLS.

4. Any photos that include virtual staging must comply with the Virtual Staging rules in the *MLS POLICIES & DEFINITIONS***.**

5. Any thumbnail photos must comply with the Thumbnail Photo rules in the *MLS POLICIES AND DEFINITIONS*.

O. School District
P. Taxes/Tax Year/ Tax ID
Q. Directions to property

Section 1.2.0 ***ACCURACY OF LISTING DATA:*** Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

Section 1.2.1 ***REQUIRED DISCLOSURE TO SELLER*****:** Participants must disclose to prospective sellers in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in their listing agreement or (ii) in pre-closing documents, if any, unless (i) or (ii) are a government-specified form. With government-specified forms, Participants must include a separate written disclosure statement with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable. Listing Participants must conspicuously disclose to sellers, and obtain the seller's authority, for any payment or offer of payment that the listing broker or seller will make to another broker, agent, or other representative (e.g., real estate attorney) acting for buyers; and such disclosure must be in writing, be provided in advance of any payment or agreement to pay to another broker acting for buyer and specify the amount or rate of any such payment.

Section 1.2.2 ***LIMITED SERVICE LISTINGS*****:** Listing agreements under which the listing broker will not

provide one, or more, of the following services:

a) 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);
b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead give cooperating brokers authority to present offers to purchase directly to the seller(s);
c) advise the seller(s) as to the merits of offers to purchase.
d) assist the seller(s) in developing, communicating, or presenting counteroffers.
e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property

will be identified in the "LS" field in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.3 ***CO-LISTED PROPERTIES***: If a seller enters into multiple listing contracts; contracts must be with different brokers/different firms; for the same property, the Participants may each submit the listing to the MLS, provided the agents' remarks section discloses the other co-listing broker(s). When the property closes, only one listing may be reported as sold; any other submission must be withdrawn. The co-listing participants must determine which submission will be reported as sold and which submission(s) will be withdrawn. In the event that the listing of a Participant has as its listing agent, or salesperson, a licensee who is subject to a fee waiver under Section 6.3, then that listing shall be ineligible for submission to the service even if co-listed.

Section 1.2.3A ***Duplicate Listings:*** A "duplicate listing" is one where two brokers claim to have a bona fide listing for the same property. Duplicate Listings are permitted unless the seller requests in writing that one of the listings be terminated or one of the brokers cancels their listing. NWWMLS discourages Duplicate Listings.

- **Note 1**: Broker A has the listing contract with the seller first, Seller decides he wants to go with a different broker and seeks out Broker B. Seller signs a new contract with Broker B. All listings stay active until the seller (in writing) requests one of the listings be terminated or until Broker A signs the cancelation of the listing.

Section 1.2.3B ***Multiple Listings*****:** All listings must be entered in the most appropriate property class (i.e.: Residential, Multi-Family, Vacant Land, Commercial and/or Farm), for a maximum number of two listings. Listings CANNOT be exact duplicates within the same property class. At time of sale, one listing status is changed to Sold and sold information is entered into the listing data, the second listing status is changed to Withdrawn. *NWWMLS BOD action 1/2017, 2018*

Section 1.2.4 ***Property Addresses*****:** At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

Section 1.2.5 ***Delayed Listing Status***: The Delayed Listing Status indicates that the property has an active listing agreement, and the property is being prepared for sale, but is not ready for showing. Use of the status must comply with the following rules:

Listings in Delayed Listing Status:

(1) **may not be shown** until the listing is in Active status. This restriction includes not only in-person showings but also Virtual Showings and Virtual Open Houses that are live-streamed (e.g., Facebook Live, Zoom, Google Meet, Face Time, etc.) This is different than a virtual tour; a virtual tour is part of your listing in the MLS as a pre-recorded slide show or video hosted online and available to watch any time.
(2) must upload a completed and signed Delayed Listing Authorization Form at the time of listing input. Failure to do so will result in a warning to upload the form within 24 hours or the listing will be withdrawn by MLS staff until the form is submitted.
(3) must identify an Availability Date in the designated field. The listing status will automatically become Active on that date. Showings may be scheduled for the Availability Date or after. If the property remains unavailable for showing when the Availability Date arrives, the status must be changed to TOM. The Availability Date cannot be modified.

(4) is only available for new listings (no other status can change to Delayed Listing) and only for up to 21 days from listing entry. This status does accumulate DOM or CDOM.
(5) are available for viewing to NWWMLS participants (via the MLS system) and their customers through email and the customer portal. Delayed listings are distributed to broker and agent websites through Broker Reciprocity (IDX) and to third-party sites.
(6) must meet the field requirements for that property type. At least one compliant (Including Exterior Elevation for residential property types) photo must be uploaded when the listing is filed with the Multiple Listing Service.

Delayed listing. The time in Delayed status will be displayed in the listing history.
(7) can have an open house added to the Delayed listing if the open house is scheduled for on or after the Availability Date.

Note 1: A Delayed listing may not be shown until the listing is Active. Showing a property while in Delayed Status is a violation of this policy and will result in an automatic fine with the following fine structure; 1st offense 1,000.00, 2nd offense $2500.00, 3rd offense $5,000.00.

Section 1.3 ***OFFICE EXCLUSIVE EXEMPT LISTINGS:*** Where the seller has directed the listing broker to no 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 ("Office Exclusive"). Office Exclusive listings shall be filed with the Service but not published or entered into the MLS database, and not disseminated to other MLS Participants and Subscribers. The filing of an Office Exclusive listing with the Service must be pursuant to a certification, signed by the seller, and obtained by the listing broker, which includes: (1) disclosure about the professional relationship between the Participant and the seller; (2) acknowledgement that the seller understand the MLS benefits they are waiving with the Office Exclusive listing, such as broad and immediate exposure of their listing through MLS; and (3) confirmation of the seller's decision that their listing not be publicly marketed and disseminated to other MLS Participants and Subscribers. Such notice shall be given to the MLS office within three (3) business days of the start date of the term of the contract, after all necessary signatures of seller(s) have been obtained.

Note 1. Participants must distribute Office Exclusive Listings through the MLS to other Participants and Subscribers within (1) one business day after the listing is publicly marketed; see Section 1.0, Clear Cooperation. Direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage is not considered public marketing. One-to-one, broker-to-broker communications about Office Exclusive Listings is not considered public marketing.

Section 1.4 ***CHANGE OF STATUS OF LISTING:*** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within three (3) business days after the authorized change is received by the listing broker.
Note 1: Statuses that are not updated within the allotted 3 business days will be subject to the following fine structure; a verbal warning will be issued for the first 24-hour period after the initial 3 business days rule. 1st Offense$100.00, 2nd Offense$150.00, and 3rd Offense$200.00.

Section 1.5 ***WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:*** 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 exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller.

Section 1.6 ***LISTING PRICE SPECIFIED:*** The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

Section 1.7 ***NO MLS CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:*** 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 any division of commissions or fees or offers of compensation between cooperating Participants or between Participants and non-participants, or from sellers to participants or

non-participants.

Section 1.8 ***EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS:*** Any listing filed with the Multiple Listing Service automatically expires on the dates specified in the agreement unless renewed by the listing broker and notice of renewal or extension is filed with the Service prior to expiration. Extensions and renewals of listings must be signed by the seller(s). Properties re-listed by the same broker within 30 days of expiring or being withdrawn, must be entered into the system by changing the status of the original MLS number from "expired" or "withdrawn" to "back on the market". It cannot be entered into the system as a new listing even though the seller has signed a new listing contract unless there are new property owners.
Note 1: Failure to comply with this rule will result in the following fine structure, 1st Offense$500.00, 2nd Offense$750.00, and 3rd Offense$1000.00.
Note 2: The listing Participant is not permitted to withdraw or expire listings for the same property in the Delayed Listing Status and submit them as new listings or change the status to "back on the market" to shorten the time to the availability date.

Section 1.9 ***TERMINATION DATE ON LISTINGS:*** Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

Section 1.10 ***SERVICE AREA AND MANDATORY LISTING AREA:*** Only listings of the designated types of property located in the Mandatory Listing Area of NWWMLS are required to be submitted to the Service. Listings of property located outside the Mandatory Listing Area but within the Service Area will be accepted if submitted voluntarily by a Participant. Listings of property located outside of the Service Area of NWWMLS will be accepted if submitted voluntarily by a Participant but cannot be required by the Service.

Section 1.11 ***LISTINGS OF SUSPENDED PARTICIPANTS:*** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., maintaining REALTOR® membership, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the MLS for failure to pay appropriate dues, fees or charges, MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

Section 1.12 ***LISTINGS OF EXPELLED PARTICIPANTS:*** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., maintaining REALTOR® membership, MLS Bylaws, MLS Rules and Regulations or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the expelled Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the MLS for failure to pay appropriate dues, fee or charges, MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients.

Section 1.13 ***LISTINGS OF RESIGNED PARTICIPANTS:*** When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

SELLING PROCEDURES

Section 2. ***SHOWINGS AND NEGOTIATIONS:*** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the listing broker, except under the following circumstances:

a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

Section 2.1 ***DISCLOSURES TO PROSPECTIVE BUYER***: Participants must disclose to prospective buyers with whom they work in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in the Participant's agreement with the buyer, or (ii) in pre-closing documents, if any, unless (i) or (ii) are a government-specified form. With government-specified forms, Participants must include a separate written disclosure statement with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable.

Section 2.2 ***WRITTEN BUYER AGREEMENT REQUIRED*****:** A Participant working with a buyer must enter into a written agreement with the buyer prior to the buyer touring any listing (excluding listings in the commercial property class). This requirement does not apply to potential buyers attending an open house that is open to the public when hosted by the listing broker or a showing by a listing broker of property listed by that listing broker. The written agreement must comply with the following:

- **a.** To the extent that the Participant will receive compensation from any source under the agreement, the agreement must specify and conspicuously disclose the amount or rate of compensation the Participant will receive or how this amount will be determined.
- **b.** Any amount of compensation reflected must be objectively ascertainable and may not be open-ended (e.g., "buyer broker compensation shall be whatever amount the seller is offering to the buyer" is considered open-ended);
- **c.** Such a Participant may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer, unless the Participant is the listing broker.

Section 2.3 ***PRESENTATION OF OFFERS:*** 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.

Section 2.4 ***SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS:*** The listing broker 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 counteroffers 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.

Section 2.5 ***RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:*** The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's 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.

Section 2.6 ***RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER:***
The listing broker or his representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter- offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counteroffer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.7 ***REPORTING SALES/STATUS CHANGES TO THE SERVICE:*** Status changes, including final closing of sales, and sales price, shall be reported to the Multiple Listing Service by the listing broker within 3 business days after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 3 business days after occurrence and the listing broker shall report them to the MLS within 3 business days after receiving notice from the cooperating broker. If offices have Office Exclusive listings or one-party listings that do not sell through MLS, they can, with seller authorization, report these sales through MLS when the property closes for comp purposes, providing MLS Rules and Regulations are satisfied. If a seller accepts a Standby Offer and uses the MLS "Standby Offer Addendum", the listing may remain Active in the MLS. The listing broker shall include a notice in the agent remark section of the MLS stating the property has a "standby
offer". All other offers containing a sale of property contingency shall be placed in the MLS as Active with Bump Clause. Use of the Standby Offer Addendum is optional.

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

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

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

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

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

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

Section 2.8 ***REPORTING RESOLUTIONS OF CONTINGENCIES:*** 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 canceled.

Section 2.9 ***ADVERTISING OF LISTING FILED WITH THE SERVICE:*** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

Section 2.10 ***REPORTING CANCELLATION OF PENDING SALE:*** The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately.

REFUSAL TO SELL

Section 3. ***REFUSAL TO SELL:*** If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated on the listing, such fact shall be transmitted immediately to the Service and to all Participants.

PROHIBITIONS

Section 4. ***INFORMATION FOR PARTICIPANTS ONLY:*** Any listing filed with the Service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker. A participant with licensees who are subject to a fee waiver under Section 6.3 may not make available to those licensee's listings of other brokers in the MLS. The preceding sentence does not prohibit a licensee from accessing listing records from another MLS or from any other source lawfully available to the licensee.

Section 4.1 ***"FOR SALE" SIGNS:*** Only the "For Sale" sign of the listing broker may be placed on a property.

Section 4.2 ***"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.

Section 4.3 ***SOLICITATION OF LISTING FILED WITH THE SERVICE:*** Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the Realtors® Code of Ethics, its Standards of Practice and its Case Interpretations. The prohibition in the previous sentence applies to licensees affiliated with a participant who are subject to a fee waiver under Section 6.3.

Note 1: 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 the 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.

Section 4.5 ***SERVICES ADVERTISED AS "FREE":*** MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services.

Section 4.6 ***NO FILTERING OF LISTINGS:*** Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

NO BROKER COMPENSATION ON LISTINGS

Section 5.1 ***NO OFFERS OF COMPENSATION PERMITTED IN THE SERVICE***: Participants, Subscribers, or their sellers are prohibited from making any offer of compensation to other Participants via the Service on any listing filed with the Service in the Service's database.

Section 5.2 ***NO REPORTING OF COMPENSATION*****:** Participants are prohibited from disclosing on the Service the amount of negotiated commission in listing contracts, or total brokerage compensation (i.e., the combined compensation to both listing brokers and cooperating brokers), and the Service shall not publish any commission on a listing that has been submitted to the Service by a Participant.

Section 5.3 ***DISPLAY OF LISTING BROKER'S OFFER OF COMPENSATION***: If the listing broker operates a website or other electronic service where it displays its own listings as well as those of other Participants, the listing/displaying broker may display offers of compensation to buyer brokers or other buyer representatives only on the listing/displaying broker's own listings.

Section 5.4 ***NO SUPPORT OF COMPENSATION PLATFORMS***: Any Participant's use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and will result in termination of the Participant's access to any MLS data and data feeds.

Section 5.5 ***DISCLOSING POTENTIAL SHORT SALES*****:** Participants are encouraged, but not required, to disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other Participants and Subscribers. When disclosed, Participants may, at their discretion, advise other participants (through private remarks) of the potential short sale.

Section 5.6 ***PARTICIPANT AS PRINCIPAL:*** If a Participant or any licensee (or licensed or certified appraiser) affiliated with the Participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, the Participant 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.

Section 5.7 ***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.

SERVICE FEES AND CHARGES

Service fees, determined by and upon recommendation of the MLS Committee and ratified by the Realtors® Association of Northwestern Wisconsin are subsequent to change from time to time in the manner prescribed:

Section 6. ***INITIAL PARTICIPATION FEE*****:** An applicant for participation in the Service shall pay an application fee subject to change from time to time and determined by the MLS Board with such fee to accompany the application. Application fees are not refundable.

Note: The Initial Participation Fee shall approximate the cost of bringing the Service to the Participant.

a) Participation in the MLS is on an individual basis. That is, a sole proprietorship office, with a trade name, a partnership with a partnership name, and corporation, in corporate name, cannot be titled as Participant. MLS Participation shall be not be transferable or sold except where there is a pre-existing business relationship within the company: i.e.: a partner named as Participant may transfer participation to another partner or an officer in a corporation

b) The new Participant must be, at the time of becoming the Participant, qualified to become a member of the MLS and must sign a new MLS application/agreement.

c) "Participant" shall be used only to describe a broker principal. The term Participant shall not be used to describe any persons other than the principal broker. Any non-principal brokers or sales associates affiliated with an MLS Participant has access to and use of the MLS information only through the Participant with whom he is affiliated as employee or independent contractor.

Section 6.1 Branch Office Application Fee: A Participant who is opening a branch office shall pay an application fee subject to change from time to time and determined by the MLS Board with such fee to accompany the branch office application. Branch office application fees are not refundable.

Section 6.2 Subscriber Fees: Each member's office shall pay dues based on the following:

1. The monthly dues for each Participant in the service are subject to change from time to time and determined by the MLS Board based on the number of real estate salespersons and licensed or certified

appraisers employed by or affiliated with the Participant, when such licensees have access to and use of the MLS, except that this fee shall be waived for licensees subject to a fee waiver under Section 6.3.

2. Bills for a two-month period are to be issued by the MLS office on or before the 15th of January, March, May, July, September and November. Dues are payable in advance; if Participant is unpaid on the eighth of the month following invoicing, all services shall be suspended, and the Participant will be assessed $50 for the first suspension and $100 for any subsequent suspension imposed before the first one-year anniversary of the lifting of the preceding suspension. Any member firm whose services have been suspended for more than 60 days shall be terminated.

Section 6.3 Subscriber Fee Waivers: MLS provides participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser in a participating office who can demonstrate subscription to a different MLS where the principal broker for the office also participates. MLS requires participants to sign a certification for nonuse of MLS services, which includes penalties and termination of the waiver if violated.

Normally, under Section 6.2, any per-subscriber fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office. The effect of fee waiver is that the number of subscribers in a participating office for purposes of any recurring per-subscriber fees paid by a participant under Section 6.2 shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 6.3. For purposes of this Section 6.3 and all rule provisions referring to it, "licensee" refers to non-principal salespersons and licensed and certified appraisers. Section 6.3.1 sets out the conditions for fee waiver, Section 6.3.2 the process for obtaining and maintaining waivers, Section 6.3.3 circumstances under which waiver is revoked and consequences of revocation, and Section 6.3.4 the consequences of repeated violations of these policies.

CIE fees, dues and charges: CIE participants must be given the option of a no-cost waiver for any licensee or licensed or certified appraiser who does not use the service and who can demonstrate subscription to a different CIE or MLS where their principal is a participant. CIEs may, at local discretion, require that broker participants sign a certification for nonuse of the CIE's services by their licensees, which can include penalties and termination of the waiver if violated.

Section 6.3.1 Conditions for the Waiver: Fee waivers are available for non-principal broker and non-principal appraiser licensees in offices participating in MLS, provided the participant and any fee-waived licensee (s) meet all the following requirements:

a. Any fee-waived licensee must, either:
    i. Be a subscriber in another multiple listing service or a commercial information exchange; or
    ii. Exclusively practice commercial real estate (waivers under this category are granted at the discretion of NWWMLS and RANWW).
b. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the following services of this MLS:
    1. Using this MLS's systems, databases, lockboxes, etc. This does not include accessing listing information of the licensee's own broker or of other brokers through the participant's IDX site or elsewhere. It does include accessing such information on the participant's VOW (which is for consumers' personal use).
    2. Being identified as a listing agent on an active or pending property listing in this MLS.
    3. Working as the selling agent on a property listed in this MLS by a firm other than participants, unless the listing appears in an MLS to which the selling agent is a subscriber. This does not apply to the fee-waived participant's own listings, because the participant is free to share them within its firm (and anywhere else) without MLS consent or involvement.
    4. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
    5. Using this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
    6. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.

Section 6.3.2 Process for Obtaining and Maintaining Waivers: The participant must at all times provide to MLS up-to-date information on all licensees, whether they are subscribers or fee-

waived licensees, in each participating office. The participant must identify which licensees are subject to fee waivers and for each waived licensee the other MLS in which he/she is a subscriber on the waiver certification form. Participant has an obligation to notify MLS of new licensees and whether they will be subscribers or subject to a waiver. In event Participant fails to notify MLS and fails to complete the necessary waiver form, the restrictions of this Section 6.3 nonetheless apply.

In order to obtain a waiver for any licensee in the participant's office, the participant must execute the MLS's form for listing fee-waived licensees and the certification on it. The participant must procure from another MLS or arrange for the other MLS to provide to this MLS, a certification that each fee-waived subscriber in this MLS is a subscriber in that MLS. (The other MLS may have a one-time or periodic charge for providing these certifications.)

For licensees that exclusively practice commercial real estate, the participant and licensee may submit an application requesting a waiver of fees, dues, and charges to this MLS. Such applications will be considered by the Northwestern Wisconsin Multiple Listing Service Directors and are subject to the final approval of the Directors of the REALTORS® Association of Northwestern Wisconsin.

In order to maintain a waiver for any licensee, the participant and licensee must continue to satisfy the requirements of Section 6.3.1 and must recertify (and obtain from the other MLS re-certifications) of the matters addressed in this Section with the frequency set by this MLS.

Section 6.3.3 Revocation of Waiver: The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in this section.

a. The participant or fee-waived licensee may revoke the waiver at any time upon notice to this MLS. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to MLS under its normal fee schedule for the current period for the subscriber (including pro-rata fees for any partial service period and any application fees if none have previously been paid for the subscriber) shall immediately become due and payable. In the event a fee-waived licensee appears as a listing agent on an active or pending listing in this MLS, the participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (a).
b. If this MLS determines that the fee-waived licensee has used any of the services of this MLS listed in Section 6.3.1(b) during a fee-waiver period, MLS may terminate the fee waiver upon notice to the participant and fee-waived licensee. If a subscriber facilitates a fee-waived licensee's access to MLS services, MLS may terminate the fee waiver upon notice to the participant and fee-waived licensee and assess a violation of the MLS Rules. In these cases, the consequences of subsection (a) apply, and in addition to them, MLS may recover from participant or fee-waived licensee all the fees MLS would have collected had the fee-waived licensee been a subscriber during the entire period of the waiver. After six months, the participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

Section 6.3.4 Consequences of Repeated Violations: A pattern of repeated violations of Section 6.3.1(b) exists when a participant allows any combination of three or more violations of Section 6.3.1(b), whether the participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 6.3.1(b). In the event that a participant or subscriber or fee-waived licensee exhibits a pattern of repeated violations of Section 6.3.1(b), MLS may suspend all fee waivers for the participant or subscriber or fee-waived licensee (or all) for a period of up to three years. If, after such a period of suspension, a participant or subscriber or fee-waived licensee again exhibits a pattern of repeated violations, MLS may permanently terminate fee waivers for the participant or subscriber or fee-waived licensee (or all). In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a participant, that office shall be ineligible for waivers during the pendency of its participant's suspension or termination. In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination.

Section 6.4 Fines: Each Participant shall pay a fine for:

Incomplete/Inaccurate/Late Listing Entry: Complete, accurate listing information as described in Section 1.2 (including submission of photos as described in Section 1.2(N)) not uploaded within the required 3-day reporting rule shall receive an automatic fine accompanied by a letter with a chance to appeal to the

NWWMLS BODs.
1st Offense $100.00 2nd Offense $250.00 and 3rd Offense $500.00.

Note 1: *Listings entered for comp purposes* must follow the above Incomplete/Inaccurate/Late Listing Entry submission requirements. If the listing is incomplete/inaccurate per the above requirements, fee structure as defined above will apply.

No offers of compensation: Per Section 1.2 and Section 5.1 no offer of compensation or concessions from a listing broker or seller to cooperating brokers is permitted in a listing record.

1st Offense $1,500; 2nd Offense $3,000; 3rd Offense $5,000. NWWMLS reserves the right to suspend or terminate any Participant or Subscriber with three or more violations.

CO-LISTED PROPERTIES: If a seller enters into multiple listing contracts; contracts must be with different brokers/different firms; for the same property, the Participants may each submit the listing to the MLS, provided the agents' remarks section discloses the other co-listing broker(s). When the property closes, only one listing may be reported as sold; any other submission must be withdrawn. The co-listing participants must determine which submission will be reported as sold and which submission(s) will be withdrawn. In the event that the listing of a Participant has as its listing agent, or salesperson, a licensee who is subject to a fee waiver under Section 6.3, then that listing shall be ineligible for submission to the service even if co-listed. Failure to comply with this rule shall result in a warning email to Agent/Broker. If not corrected and/or a repeat offender fine structure is as follows; 1st Offense $50.00, 2nd Offense $100.00, and 3rd Offense $200.00.

Section 1.2.2B *Multiple Listings*: all listings must be entered in the most appropriate property class (i.e.: Residential, Multi-Family, Vacant Land, Commercial and/or Farm), for a maximum number of two listings. Listings CANNOT be exact duplicates within the same property class. At time of sale, one listing status is changed to Sold and sold information is entered into the listing data, the second listing status is changed to Withdrawn. Failure to comply with this rule shall result in a warning email to Agent/Broker. If not corrected and/or a repeat offender fine structure is as follows; 1st Offense $50.00, 2nd Offense $100.00, and 3rd Offense
$200.00.

PERSONAL PROMOTION
Listings submitted to NWWMLS are intended to promote the sale of property and not intended for personal or company marketing. No individual or company promotion is allowed in the NWWMLS, either through Public Remarks or on photos, video, or other media content. Policy prohibits displaying agent name, phone number, email address or URL, or company logo in Public Remarks, on photos or on virtual tours. Failure to comply with this rule shall result in a warning email to Agent/Broker. If not corrected and/or a repeat offender fine structure is as follows; 1st Offense $50.00, 2nd Offense $100.00, and 3rd Offense $200.00. Note: If photo is re-entered, Participant will be fined $500.00 and the photo and/or other content will be deleted from the MLS.

CHANGE OF STATUS OF LISTING: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within 3 business days (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.
Note: Statuses that are not updated within the allotted 3 business days will be subject to the following fine structure: a verbal warning will be issued for the first 24 hour period after the initial 3 business days rule. 1st Offense$100.00, 2nd Offense$150.00, and 3rd Offense$200.00.

EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS: Any listing filed with the Multiple Listing Service automatically expires on the dates specified in the agreement unless renewed by the listing broker and notice of renewal or extension is filed with the Service prior to expiration. Extensions and renewals of listings must be signed by the seller(s). Properties re-listed by the same broker within 30 days of expiring or being withdrawn, must be entered into the system by changing the status of the original MLS number from "expired" or "withdrawn" to "back on the market". It cannot be entered into the system as a new listing even though the seller has signed a new listing contract unless there are new property owners. Note 1: Failure to comply with this rule will result in the following fine structure, 1st Offense$500.00, 2nd Offense$750.00, and 3rd Offense$1000.00.

BUSINESS CARDS
Business cards may only be left at a property under the following conditions: (1) the listing broker has not noted in Agent remarks that no business cards may be left at the property; (2) if the business card is double-sided, the only pre-printed item allowable on the back of the card is the broker's agency logo; (3) there are no handwritten items on the business card other than a notation of the time and date of the showing on the back side of the business card. The intent of rule is to avoid the appearance of solicitation of listing by cooperating agents showing property.
Note 1: Failure to comply with this rule will result in the following fine structure; 1st offense $50.00, 2nd offense $100.00 and $200.00 for all additional offenses.
Note 2: It shall be up to the NWWMLS Board of Directors, in its discretion, to determine whether a card left at a listing contains inappropriate solicitation.

Solds: 1st Offense$100.00, 2nd Offense$150.00, 3rd Offense$200.00 fine per violation for double submission of sold properties.

Branded Virtual Tours: 1st Offense, $100.00, 2nd Offense $150.00, and 3rd Offense $200.00 for entering a "branded" virtual tour, which will be disabled by MLS staff. If the "branded" virtual tour is reactivated, the Participant will be fined an additional $500 and the listing with be deleted by MLS staff.

Failure to enter into written agreement with buyer: Per Section 2.2, a Participant working with a buyer must enter into a written agreement with the buyer prior to the buyer touring any listing. Failure to enter into such written agreement results in the following:

1st Offense $1,500; 2nd Offense $3,000; 3rd Offense $5,000. NWWMLS reserves the right to suspend or terminate any Participant or Subscriber with three or more violations.

LISTING PROCEDURES
Failure by a Participant to provide NWWMLS with a listing agreement that is fully executed by all necessary parties upon request shall result in the following fine structure; 1st offense $750.00, 2nd offense $1500.00, 3rd offense $5,000.00.
Lockbox fines schedule;
See Section 18.2, F, page 21 of NWWMLS Policy Manual for fineable infractions.

Lockbox fines schedule;
See Section 18.2, F, page 21 of NWWMLS Policy Manual for fineable infractions.

Audit Fine Schedule.
See Section MLS Policy and Definitions, page 32 of NWWMLS Policy Manual for fineable infractions.

Violation of Section 6.3 Subscriber Fee Waivers: $1,000

Fines Payable: Fines are payable upon receipt of the invoice; if a Participant is unpaid 30 days after invoicing, all services shall be suspended and the Participant will be assessed $100 for non-payment and, if applicable, a $100 re-activation fee. Any member firm whose services have been suspended for more than 60 days shall be terminated

NOTE 1: In the event a Participant, subject to an unpaid fine, moves to a new office as a participant, that office will be responsible for any unpaid fines and fines must be paid before the Participant is eligible for Service. In the event a subscriber, subject to an unpaid fine, moves to a new office as a non-principal licensee, that office will be responsible for the unpaid fine before the subscriber is eligible for Service.
NOTE 2: Failure to correct listings within 15 business days from the date of the invoice from NWWMLS staff will result in an additional fine, of the same offense level, being issued.

Property Condition Report Best Practice: Although sellers have 10 days to complete a property condition report after offer acceptance and WI Statutes Chapter 709.02 requires the completion of a Property Condition Report Disclosure (described below) it is considered Best Practice to encourage sellers to complete a property condition report at the time of the listing contract and upload it as a listing attachment as a courtesy to cooperating brokers.

In regard to transfers described in a s.709.01, the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale or option contract, to the prospective buyer of the property a completed copy of the report under s.709.03 or 709.033, whichever is applicable, subject to s.709.035, except that the owner may substitute for any entry information supplied by a licensed engineer, land surveyor, or structural pest control operator, by an individual who is a qualified 3rd party, or by a contractor about matters within the scope of the contractor's occupation, if the information is in writing and is furnished on time and if the entry to which it relates is identified, and except the owner may substitute for any entry information supplied by a public agency. Information that substitutes for an entry on the report under S.709.03 or 709.33 and that is supplied by a person specified in this section may be submitted and certified on a supplemental report prepared by the person, as long as the information otherwise satisfies the requirements under this section. A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale or option contract by delivering a written notice or rescission to the owner or to the owner's agent.

Should sellers refuse to complete a Property Condition Report, agents are advised to complete and upload as a listing attachment the Seller Refusal to Complete Condition Report form.

COMPLIANCE WITH RULES; ORIENTATION

Section 7 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. Each participant is subject to these rules with regard to licensees affiliated with the participant who are subject to fee waiver under Section 6.3. 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 with the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration
- **d)** Retroactive fees related to any licensee granted a fee waiver under Section 6.3 in the event the MLS determines that the licensee made any use of MLS services prohibited in Section 6.3 during the period of waiver
- **e)** Appropriate, reasonable fine not to exceed$15,000.00
- **f)** Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- **g)** Termination of MLS rights, privileges, and services with no right to re-apply for a specified period not to exceed three (3) years.

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (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 probation period may, at the discretion of the Board of Directors, result in the imposition of suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

Note 2: MLS may refuse to provide service to Participant or Subscribers that have failed to complete discipline.

Note 3: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are 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 send a copy of all

administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

Section 7.1 ***APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS:*** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof. Participant, by agreeing to the terms of the MLS application, agrees to be responsible for self and associates for compliance with the Rules and Regulations. In the event associates fail to comply with the Rules and Regulations of the Service, Participant will be held responsible and shall be subject to discipline as if the violations were done by the Participant. Further, the failure of any user or subscriber to abide by the Rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. The participant is subject to these rules with regard to licensees affiliated with the participant who are subject to fee waiver under Section
6.3. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

Section 7.2 ***ORIENTATION***: Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall be enrolled in an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. The previous sentence applies to licensees subject to fee waiver under Section 6.3 only if their waiver status is revoked.

MEETINGS

Section 8. ***MEETINGS:*** The meetings of the MLS Board shall be held in accordance with the provisions of Article 8, Bylaws of the Service stating, in part, the MLS Board shall meet at least every other month and inform/educate members at a general membership meeting.

ENFORCEMENT OF RULES OR DISPUTES

Section 9. ***CONSIDERATION OF ALLEGED VIOLATIONS:*** The MLS will consider all written complaints from Participants having to do with violations of the Rules and Regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors).

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.

Section 9.1. ***VIOLATIONS OF RULES AND REGULATIONS:*** 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 or is not a complaint of unauthorized use of listing content as described in Section 9.3, it may be administratively considered and determined by the MLS through its staff, and if a violation is determined, the staff may impose a sanction, provided the recipient of such sanction may request a hearing before the MLS Board within twenty (20) days following receipt of the notice of violation and/or sanction.

Participants may appeal to the Board of Directors of the MLS within twenty (20) days of receipt of the notice of the violation and/or sanction. Failure of the Participant to submit a written request to the MLS to appeal the sanction results in the sanction becoming final. The MLS Board of Directors will consider all written appeal requests and may, in their discretion, allow the Participant to appear in person. The MLS Board of Directors will make a determination to affirm the violation/sanction, or withdraw it and the MLS Board of Directors' determination is final.

Alleged violations involving unethical conduct will be referred to the professional standards committee of the association of REALTORS® 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®.

Section 9.2 ***COMPLAINTS OF UNETHICAL CONDUCT:*** All other complaints of unethical conduct shall be referred by the NWWMLS Board to the REALTORS® Association of Northwestern Wisconsin (RANWW) for appropriate action in accordance with the professional standards procedures established in the Association's bylaws.

The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the Association within ten (10) days may be considered a violation of the MLS rules and may subject the Participant to disciplinary action at the sole discretion of the MLS.

Section 9.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT: 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 identifying 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 9.3 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 Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

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

Section 9.4 MLS RULES VIOLATIONS: MLS 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.

CONFIDENTIALITY OF MLS INFORMATION

Section 10. ***INFORMATION PROVIDED BY MLS:*** Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants entitled to access and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants entitled to access.

Section 10.1. ***MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:*** The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10.2. ***ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:*** Realtors® who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land

development or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of the 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 provided in these Rules and Regulations.

OWNERSHIP OF MLS COMPILATION* AND COPYRIGHT

Section 11. At the option of the Participant, the intellectual property rights, including copyrights, in the property listing content may be assigned to the Service pursuant to a separate agreement between Participant and the MLS. In the event there is no assignment, by submitting any property listing content to the MLS, the Participant grants to the MLS a license to use the property listing content in its copyrighted MLS compilation, as permitted under the MLS's rules, regulations, and bylaws, and other such purposes and uses with the consent of the Participant. Permitted uses include, but are not limited to, inclusion in any statistical report on comparables, IDX data feeds, and syndication. By submitting any property listing content to the MLS, Participant represents and warrants that he/she has the authority to grant the license described in this section. For the purposes of this section, "property 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 the listed property. Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

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

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

To qualify for this safe harbor, the OSP must:

1. Designate 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 complaints-of infringing activity.
5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability.

For more information see 17 U.S.C. §512.

Section 11.1. All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the Northwestern Wisconsin Multiple Listing Service, Inc. and in the copyrights therein, shall at all times remain vested in the Northwestern Wisconsin Multiple Listing Service, Inc.

Section 11.2. Each Participant shall be entitled to lease from the Northwestern Wisconsin Multiple Listing

Service, Inc. a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers, but not including any licensee subject to fee waiver under Section 6.3) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Association.

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

*The term "MLS compilation" as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

USE OF COPYRIGHTED MLS COMPILATION

Section 12. ***DISTRIBUTION:*** Participants shall, at all times, maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Association of Realtors®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under 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 an Association Multiple Listing Service where access to such information is prohibited by law.

Section 12.1 ***DISPLAY:*** 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. "Persons affiliated as licensees" in the previous sentence does not include licensees subject to fee waiver under Section 6.3.

Section 12.2 ***REPRODUCTION:*** Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers, a reasonable* number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participant or their affiliated licensees, be interested. "Persons affiliated as licensees" in the previous sentence does not include licensees subject to fee waiver under Section 6.3.

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. (The previous sentence does not apply to licensees subject to fee waiver under Section 6.3.) Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "Comparables" or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants

for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement were deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

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

USE OF MLS INFORMATION

Section 13. ***LIMITATIONS ON USE OF MLS INFORMATION:*** Use of information from MLS compilation of current listing information, from the Association's "statistical reports", or from any "sold" or "comparable" report of the Association or MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited.

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

"Based on information from the Northwestern Wisconsin Multiple Listing Service for the period (date) through (date)."

CHANGES IN RULES AND REGULATIONS

Section 14. ***CHANGES IN RULES AND REGULATIONS:*** Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Northwestern Wisconsin Multiple Listing Service Directors, subject to the final approval of the Directors of the REALTORS® Association of Northwestern Wisconsin (shareholder).

DATA ACCESS AND RESO DATA DICTIONARY STANDARDS

Section 15.1: The integrity of data is a foundation to the orderly real estate market. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish Realtor® information as the trusted data source, NWWMLS has implemented the following Real Estate Standards Organization (RESO) standards:

- RESO Data Dictionary
- RESO Web API

NWWMLS will keep current with the RESO standards by using commercially reasonable efforts to implement new releases of RESO standards within one (1) year from ratification. Compliance will be demonstrated using the RESO compliance Certification Process. Web API data access provided to participants and subscribers must have no less than the same data available via data access methods such as RETS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard.

Section 15.2: NWWMLS offers the following data access transport protocols; depending on your intended use of data, one or more of the following may be available:

- Real Estate Transaction Standards (RETS)

- Application Program Interface (API)

Together these data access transport protocols are referred to in these rules and regulations as the "Data Interface." Access to the Data Interface is subject to these rules and regulations, and NWWMLS's data license agreement(s).

INTERNET DATA EXCHANGE

Section 16. IDX DEFINED: 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. (Amended 5/17)

Section 16.1 AUTHORIZATION: **Option #1:** Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. * (Amended 05/17)

Option #2: Participants' consent for display of their listings by other participants pursuant to these rules and regulations must be established in writing. If a participant withholds consent on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. * (Amended 05/17)

* Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 05/12)

Section 16.2 PARTICIPATION: Participation in IDX is available to all MLS Participants and users (for the purposes of this Section 16, "users" or "User" are subscribers who are affiliated with such Participant as licensees) who consent to display of their listings by other Participants.

Section 16.2.1 Participants and users must notify the MLS of their intention to display IDX information via establishing an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies. All displays of WIREX IDX must conform to the display requirements and restrictions in these rules and policies and any other WIREX IDX display policies.

Section 16.2.2 Participants and users may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

Section 16.2.3 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17)

Section 16.2.4 Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant.

Section 16.2.5 Participants and users must refresh all MLS downloads and IDX displays automatically fed by those downloads not less than once every 12 hours.

Section 16.2.6 Except as provided in the IDX policy and these rules, an IDX site or a Participant or User operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or

make any portion of the MLS database available to any person or entity.

Section 16.2.7 An IDX display controlled by a Participant or User must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify, and update information as required by the IDX policy and MLS rules.

Section 16.2.8 Any IDX display controlled by a Participant or User that

a) allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

b) displays an automated estimate of market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 16.2.9, a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. 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 substantially similar) provision:

Seller IDX Public Comments Opt-Out

Please check **either Option A or Option B**

Option A:_____I have advised my broker or agent that I **will NOT allow** consumers to make public comments about my property on broker or agent property search (IDX) web pages

OR

Option B:_____I have advised my broker or agent that I **WILL allow** consumers to makepublic comments about my property on broker or agent property search (IDX) web pages

I understand and acknowledge that, if I select **Option B**, consumers **will have** the ability to make comments about my property on broker or agent property search (IDX) web pages

_____ _____

Date **Seller Signature**

Section 16.2.9 Participants shall maintain a means (e.g., email address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice or professional judgment.

Section 16.2.10 An MLS Participant and user 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.

Section 16.2.11 Participants and users shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 16.2.12 All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. *

* Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 5/17)

Section 16.3 DISPLAY: Display of listing information pursuant to IDX is subject to the following rules:

Section 16.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed.

(a) Participants and Users shall exhibit the price and MLS number on their IDX displays and shall not display exceptions, owners' names, listing and expiration dates, showing instructions, property security information, days on market, etc.

(b) Days on Market (DOM) field may be used for sorting purposes only (newest to oldest) and cannot be displayed on Participants or Users IDX displays.

(c) All other fields are optional but must be displayed on all listings if they are displayed on any listings.

Section 16.3.2 All brief display listings shall exhibit the NWW MLS approved icon immediately adjacent to property information. An explanation that properties marked with the icon are provided courtesy of the NWW MLS must appear on each page where such listings are displayed.

Section 16.3.4 Non-principal brokers and sales licensees affiliated with IDX Participants may display listing data information available through IDX on their own websites subject to the Participant's consent and control and the requirements of state law and or regulations. The previous sentence does not apply to licensees subject to fee waiver under Section 6.3

Section 16.3.5 Non-principal brokers and sales licenses affiliated with a Participant may display listing data information pursuant to IDX if the following requirements are met:

1. The Participant is contributing their listings for Internet publication by other NWWMLS Participants.

2. The Participant's Internet site is in compliance with NWW MLS rules andpolicies.

3. The non-principal or sales licensee's Internet site includes the Participant's identity on everypage (a Participant may allow a sales agent to "co-brand" the Internet site.)

4. The non-principal broker or sales licensee has signed an agreement with Participant and NWW MLS that includes the agent's commitment to abide by the NWW MLS Rules and policies to the same extent as the Participant.

Section 16.3.6 All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g., thumbnails, text messages, tweets, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 16.3.7 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., thumbnails, text messages, tweets, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 16.3.8 No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules.

Section 18.3.9 The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17)

Section 16.4 No "self-promotion" is allowed in the MLS. This prohibits displaying the agent's name, phone number, email address, URL, company logo, address, or slogan in public remarks, on photos or on virtual tours.

Section 16.5 SERVICE FEES AND CHARGES: Service fees and charges for participation in IDX shall be as established by the MLS Board and approved by the Board of Directors of the Realtors® Association of Northwestern Wisconsin.

USE OF THE TERMS 'MLS' AND 'MULTIPLE LISTING SERIVCE' IN FIRM NAME &WEB ADDRESS

Section 17. ***USE OF MLS IN PARTICIPANT FIRM NAME AND WEB ADDRESS:*** No MLS Participant, Subscriber or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their email addresses, their website addresses, or in any other way represent, suggest, or imply that individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers, and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or other have direct access to MLS databases, or that consumers or others are able to search MLS databases only available only to participants and subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. The provisions of this section apply to licensees affiliated with a participant who are subject to a fee waiver under Section 6.3.

LOCKBOXES

Section 18. **LOCKBOXES.** The NWWMLS provides and manages an electronic lockbox system.

Section 18.1 Minimum Security Requirements

A. The Multiple Listing Service shall adhere to the Minimum-Security Requirements as established by the National Association of Realtors®.

B. Before a lockbox is placed on a property, the Participant (designated broker) shall obtain written authorization from the property owner. Nothing shall limit the owner's right to have a lock box on this property.

Section 18.2 Eligibility

A. Brokers/Appraisers/Sales Associates: All brokers, their sales associates and licensed or certified appraisers, who are a member firm of RANWW or any other Realtor® association participating in the NWW MLS, a wholly owned separately incorporated subsidiary of RANWW shall be eligible to hold a key, subject to these rules.

B. Home Inspectors: A Full Affiliate member of RANWW or any other Realtor® association *who is any one* of the following: licensed home inspector, licensed plumber or plumbing designer, County sanitarian, registered engineer, certified POWTS inspector, certified septage operator, or certified soil tester shall be eligible to hold a key, subject to these rules.

C. Licensed Drone Operators: A Full Affiliate member of RANWW who maintains a current, active license issued by the Federal Aviation Administration (Remote Pilot Certificate) to operate a registered drone shall be eligible to hold a key, subject to these rules and the Electronic Cardholder Lease Agreement. Licensed Drone Operators must submit of copy of their license to RANWW/NWWMLS along with their Electronic Cardholder Lease Agreement.

D. To continue eligibility to use the system, all access fees must be paid when due and the keyholder must keep RANWW/NWWMLS informed of the current company/office affiliation.

E. Any sales associate licensed or certified appraiser or registered Home Inspector NOT currently affiliated with RANWW or an eligible Association/NWWMLS Designated Participant or firm will not be permitted to continue access to the system, even if said keyholder was previously affiliated with an eligible Designated Participant or firm, has leased a SentriCard, or has paid an access fee. When any keyholder again becomes affiliated with an eligible Designated Participant or firm, system access will be reinstated from that time forward subject to access fees being current.

F. The RANWW/NWW MLS shall refuse to lease SentriCard, shall terminate existing SentriCard privileges and shall refuse to activate any SentriCard held by an individual convicted of a crime if the crime, in the determination of the RANWW Board of Directors (and after consultation with legal counsel, if needed) relates to damage or loss of property or puts clients, customers or other real estate professionals at risk.

G. Failure to comply with the Electronic Cardholder Lease Agreement terms and conditions will subject the cardholder to the below fine structure:

- Giving unauthorized access to any property to a non-member (Including Buyer)
  - 1st offense $250.00
  - 2nd offense $500.00
  - 3rd offense system privileges revoked for 30 days
- Accessing lockbox/property without confirmed appointment
  - 1st offense$250.00
  - 2nd offense $500.00
  - 3rd offense system privileges revoked for 30 days
- Giving assigned Sentricard to another MLS agent (non-keyholder)
  - 1st offense$100.00
  - 2nd offense $150.00
  - 3rd offense $250.00
- Giving assigned Sentricard to another Keyholder (borrowing or lending)
  - 1st offense Letter of Reprimand
  - 2nd offense $75.00
  - 3rd offense $100.00

VIRTUAL OFFICE WEBSITES (VOWs)

Section 19.1.
(A) A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant, except one subject to fee waiver under Section 6.3, may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

(B) As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees other than those subject to fee waiver under Section 6.3– except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.

(C) "Affiliated VOW Partner" refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(D) As used in Section 19 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 19.2
(A) : The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(B) Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g., Internet Data Exchange (IDX).

(C) Except as otherwise provided in the VOW policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

Section 19.3
(A) : Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

- **(i)** The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
- **(ii)** The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in Subsection (D) below. The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to Terms of Use.
- **(iii)** The Participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on VOW. The Participant may, at his or her option, supply the username and password or may allow the Registrant to establish its usernameand password. The Participant must also ensure that any email address is associated with only one username and password.

(B) The Participant must ensure that each Registrant's password expires on a certain date but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

(C) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, username and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(D) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise), to a "Terms of Use" provision that provides at least the following:

- **(i)** That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant.
- **(ii)** That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use.
- **(iii)** The Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW.
- **(iv)** 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.
- **(v)** That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in the MLS database.

(E) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any

time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(F) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 19.4 A Participant's VOW must prominently display an email 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 Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 19.5 A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

Section 19.6
(A) : A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(B) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or substantially similar) provision:

Seller VOW Opt-Out

Please **check** either **Option A** or **Option B**

Option A:_____I have advised my broker or agent that I **do not want** my listed property to be displayed on the Internet

OR

Option B:_____I have advised my broker or agent that I do not want the **address only** of my listed property to be displayed on the Internet.

I understand and acknowledge that, if I select **Option A**, consumers searching for properties for sale on the Internet **will not** find any about my listed property in response to their search.

_____ _____

Date **Seller Signature**

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

Section 19.7
(A) : Subject to Subsection (B), a Participant's VOW may allow third parties: (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

(B) Notwithstanding the foregoing, at the request of the 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 of both features disabled or discontinued on all Participant's websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller".

Section 19.8 A Participant's VOW shall maintain a means (e.g., email address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 19.9 A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 19.10 Except as provided in these rules, the National Association of Realtors® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 19.11 A Participant's VOW must display the Participant's privacy policy informing Registrants of all the ways in which information that they provide may be used.

Section 19.12 A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property.

Section 19.13 A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 19.14 A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 19.15 A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- **a)** The 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 email 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. The rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 19.17 A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 19.18 A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 19.19 A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not 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 19.20 A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.21 A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 19.22 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.23 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.

BROKERAGE BACK-OFFICE FEED

Participants are entitled to use the BBO Data for BBO Use subject to the provisions of this policy:

20.1 ***BBO DEFINED:*** **"**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 BBO use.

20.2 ***BBO USE DEFINED*****: "**BBO Use" means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes: (1) Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant; (2) Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law; (3) Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant; (4) Marketplace statistical analysis and reports in conformance with Section 13.

20.3 ***BBO USE:*** BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant's designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

20.4 ***NO OPT OUT*****:** There is no option for participants to opt out their listings from the Brokerage Back Office Feed Use.

END

MLS POLICIES & DEFINITIONS

(*Alphabetical by Topic*)

A

ACCESSIBILITY FEATURES
Form to be completed and uploaded to MLS that may alert members to properties that can accommodate special needs *Realtors® Report 6/2002*

ACCESS (DEEDED); The property owner has a recorded deed granting them either fee simple (property owner owns the land without any other person having the right to it, such as a lease holder) or an easement which runs with the land to a lake or navigable waterway from their property.

ADDENDUMS
A: to the offer to purchase; covers home warranty programs, maps, testing contingency, VA/FHA loans, tanks, etc.
B: to the offer to purchase; covers wells and septic's
E: for use on exchange agreements
O: to the offer to purchase; for use if buyer occupies the property before closing or if seller occupies property after closing
R: to the offer to purchase; provides for details in the sale of rental property
S: to the offer to purchase; covers lead-based paint disclosures

ADVERTISING
Broker Name Disclosure: Broker must disclose name in all ads with name exactly as it appears on broker's license or disclose trade name previously filed with DSPS. Real estate licensees must disclose the broker's name in all advertising. Broker/salesperson must advertise under supervision and in the name of employing broker. Salesperson may advertise property owned by them but must identify themselves in ad as real estate licensee. Must present true picture in advertising. *Legal Hotline Hottip*
Business Cards – *See Business Cards*
Signs: Broker must have listing contract to place for sale sign on property *Legal Hotline Hottip*
Listing and cooperating brokers may place Sold signs on property *Legal Hotline Hottip*

AGE RESTRICTED
Residential and/or Multi-Family properties that have age restrictions for residency may be designated in the MLS by entering Y(yes) in the searchable Age Restricted field.

AREAS – *see Listing/Input Maintenance Manual for complete list/definitions of MLS areas*
Areas are defined by school districts whenever possible. Too few listings in a school district will be defined by County. New area(s) may be added when there are 50 or more listings in a specific school district

ATTACHMENTS
Clients/Customers: During the upload process, the option to allow attachments to clients/customers via MLS email may be exercised at user discretion *MLS Board action 3/2011*
Financing Information: may not be uploaded to the MLS as a photo, only as an attachment *Realtors Report 4/2010*
Green Building Features: forms are available online and can be uploaded as attachments *6/2010*

AUCTION PROPERTIES: NWWMLS allows exclusively listed property that is subject to auction or Online Auction; however, any listing submitted is entered into within the scope of the Listing Brokerage's licensure and in accordance with all other requirements for listing input. Such listings must include an actual list price, assessed value, starting bid or market value in the list price field, and all required fields must be completed. The "Starting Bid" must be an amount the seller would accept if it is the only bid received. If a "Starting Bid" cannot be established then "List Price," "Assessed Value" or "Market Value" must be input into the "List Price" field. The auction firm name/auctioneer and auction firm/auctioneer license number must be included in the "Public Remarks" field, but no other contact information may be included in the "Public Remarks." Any other contact information or bidding website, if applicable, must be included in the "Agent Remarks."

Auction properties must allow showings prior to auction date. Agent MUST submit all offers made prior to Auction date.

- Auction sales are reported in statistical reports *Effective 9/1/2011; Reinforced policy 3/2012,01/18*

AUDITS
MLS reserves right to conduct audits to ensure Rules compliance. The MLS may request a copy of documentation (e.g., listing contract, including but not limited to the first and last pages of the listing contract, pre-agency agreement, buyer agency agreement, touring agreement, buyer agreement, and other similar documentation) pertaining to a listing or a Participant/Subscriber's obligations under the Rules. Audit request will be sent to the agent and broker of record and/or managing broker. All information submitted to MLS in response to an audit inquiry will be held in confidence by the MLS. MLS shall retain records to ensure all offices that enter listing data are audited regularly.
MLS may review such documentation to ensure:

- Listing begin and end dates on contract agree with dates entered into MLS
- Correct agency (e.g., Exclusive Right To Sell or Exclusive Agency) is identified
- Limited Services contracts are identified
- Exceptions field is correctly completed if exceptions are noted on the contract
- Contact is properly signed and dated
- Listings are entered by MLS subscribers and not by waived licensees
- Buyer agreements (pre-agency, buyer agency, touring agreement, etc.) are compliant with the Rules
- Compliance with any provision of the MLS Rules

Note 1: Audit requests must be responded to in writing by the listing agent (or broker) within one business day of receipt of the request. Failure to comply with audit request will result in the following.

- A second request for an audit will be sent directly to the agent, broker of record and/or managing broker with a requested 24 hour response time. Requests can be sent via e-mail, text message, phone call or all of above. Responses must be in writing.

- Failure to respond within the allotted 24 hour time frame will result in an immediate withdrawal of listing from NWWMLS or temporary suspension of MLS credentials until audit request is complied with and NWWMLS may assess other violations and associated fines, as applicable including termination of service for the agent and/or office.

- Not complying with audit request within 24 hours will result in a $500.00 fine; Not complying with an audit request within 3 business days will result in a $1,000.00 fine and temporary suspension of NWWMLS Access.

B

BACK ON THE MARKET
A listing must be placed Back on Market (BOM) if it is re-listed in less than 30 days of the expiration of the listing contract. Any re-list more than 30 days may be entered in the MLS as a new listing

BATHS
Full bath: has sink, stool and either a shower or tub
Partial bath: has only stool and sink
Any room with less than two fixtures (i.e.: sink only, shower only, etc.) may not be counted as a partial bath but may be mentioned in Remarks

BPOs *(Broker Price Opinion)*
While agents are prohibited from distributing MLS Full Displays to the general public, in preparation of BPOs, they are allowed to provide Full Displays to the requesting party *9/2010*

BUMP CLAUSE
A contingency provision in a purchase agreement that requires the prospective buyer to remove certain contingencies (sale of current home, etc.) in the purchase agreement or relinquish buyer's primary status to secondary offer

BUSINESS CARDS
Business cards may only be left at a property under the following conditions: (1) the listing broker has not noted in Agent remarks that no business cards may be left at the property; (2) if the business card is double-sided, the only pre-printed item allowable on the back of the card is the broker's agency logo; (3) there are no handwritten items on the business card other than a notation of the time and date of the showing on the back side of the business card. The intent of rule is to avoid the appearance of solicitation of listing by cooperating agents showing property.
Note 1: Failure to comply with this rule will result in the following fine structure; 1st offense $50.00, 2nd offense $100.00 and $200.00 for all additional offenses.
Note 2: It shall be up to the NWWMLS Board of Directors, in its discretion, to determine whether a card left at a listing contains inappropriate solicitation.

BUYER'S NAME IN SHOWINGTIME
The buyer's name must be entered in the MLS unless the buyer representation agreement precludes it or the buyer specifically directs their name not be entered. A seller who is insistent that they know in advance who will view their property may prohibit showings to any buyer unwilling to disclose their name upfront.

C

CHAIR, CHAIR-ELECT, SECRETARY
NWWMLS Board elects its secretary each year from the directors appointed by RANWW President-Elect and ratified by RANWW BOD in accordance with NWWMLS Bylaws, Article 6, Governing Body to ensure leadership succession.

CHECK PAYMENTS
If a broker collects checks for MLS dues from individual agents associated with him/her, the broker must send all checks totaling entire MLS invoice at one time. Partial payment of the invoice is not permitted

COPYRIGHTED MATERIALS
Any material that is copyrighted, including plat maps, is prohibited unless broker has purchased rights directly from plat Book Company and has written certification. MLS shall register its database with the U.S. Copyright Office on a quarterly basis

CREDIT CARD PAYMENTS
MLS accepts Mastercard and Visa credit card payments for MLS dues only. Credit cards are not accepted for fines, input fees or application fees. MLS participant must complete Credit Card Authorization form and submit it to the MLS. Credit cards are charged on the 1st of the month following invoicing. An additional 3.96% credit card fee will be added to invoices of brokers paying MLS dues by credit card beginning with the June-July 2013 billing cycle *MLS Board action 3/2013*

D-E

DATA RETENTION *(note: rules has changed over years; date entered into the MLS indicative on how long the data/photos may have been archived; limited data dating to 1992)*
Expireds: Data & photos – 99 months
Pendeds: Data & photos – 99 months
Solds: Data & photos – 99 months
Withdrawns: Data & photos – 60months

DATA SHARE MLSs

The Service shares data with the following MLSs:

(a) The Wisconsin Real Estate Exchange (WIREX) that includes following participating MLSs:

-Central WI
-Metro MLS
-Northeast WI
-South Central WI
-Lake Superior
-Western WI

(b) Northstar MLS (Regional Multiple Listing Service of Minnesota, Inc.)

DUES PAYMENT (MLS only):

Checks *from each agent*: If a broker collects checks from the individual agents associated with the company to pay the MLS invoice, the broker *must send checks totaling the entire bill at one time*. Partial payment is not permitted and may result in late fees

Credit card - *broker only*: The MLS shall accept only MasterCard and Visa credit card payments for bi-monthly MLS dues. Credit card payments will not be accepted for fines, input or application fees. The MLS participant (broker) must complete a Credit Card Authorization form and submit it to the MLS office. The broker's credit card will be charged on the first of the month following invoicing

DUPLICATE LISTINGS – *See Listings*

ELECTRONIC SHOWING APPLICATION - *See Showings*

EXTERIOR ELEVATION

As used in these Rules and Regulations, "Exterior Elevation" refers to the straight-on view of the home's exterior. The view should capture home features, such as an entry door(s), window(s), yard, porch or deck (if any) and other details visible from the straight-on exterior view of the home. For samples of compliant photographs, please contact MLS staff.

F

FINES:

Incomplete/Inaccurate/Late Listing Entry: Complete, accurate listing information as described in Section 1.2 (including submission of photos as described in Section 1.2(N)) not uploaded within the required 3-day reporting rule shall be fined $100 for the first day after the required 3 business days; after the 5th day, the fine will be an additional $200 and on the 10th day the listing will be withdrawn from the NWWMLS.

Note 1: *Listings entered for comp purposes* must follow the above Incomplete/Inaccurate/Late Listing Entry submission requirements. If the listing is incomplete/inaccurate per the above requirements, fee structure as defined above will apply.

CHANGE OF STATUS OF LISTING: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within 3 business days after the authorized change is received by the listing broker. **Note:** Statuses that are not updated within the allotted 3 business days will be subject to the following fine structure; a verbal warning will be issued for the first 24-hour period after the initial 3 business days rule. 1st Offense$100.00, 2nd Offense$150.00, and 3rd Offense$200.00

EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS: Any listing filed with the Multiple Listing Service automatically expires on the dates specified in the agreement unless renewed by the listing broker and notice of renewal or extension is filed with the Service prior to expiration. Extensions and renewals of listings must be signed by the seller(s). Properties re-listed by the same broker within 30 days of expiring or being withdrawn, must be entered into the system by changing the status of the original MLS number from "expired" or "withdrawn" to "back on the market". It cannot be entered into the system as a

new listing even though the seller has signed a new listing contract unless there are new property owners. Note 1: Failure to comply with this rule will result in this following fine structure, 1st Offense$500.00, 2nd Offense$750.00, and 3rd Offense$1000.00.

BUSINESS CARDS
Business cards may only be left at a property under the following conditions: (1) the listing broker has not noted in Agent remarks that no business cards may be left at the property; (2) if the business card is double-sided, the only pre-printed item allowable on the back of the card is the broker's agency logo; (3) there are no handwritten items on the business card other than a notation of the time and date of the showing on the back side of the business card. The intent of rule is to avoid the appearance of solicitation of listing by cooperating agents showing property.
Note 1: Failure to comply with this rule will result in the following fine structure; 1st offense $50.00, 2nd offense $100.00 and $200.00 for all additional offenses.
Note 2: It shall be up to the NWWMLS Board of Directors, in its discretion, to determine whether a card left at a listing contains inappropriate solicitation.

Solds: 1st Offense$100.00, 2nd Offense$150.00, 3rd Offense$200.00 fine per violation for double submission of sold properties

Branded Virtual Tours: 1st Offense, $100.00, 2nd Offense $150.00, and 3rd Offense $200.00 for entering a "branded" virtual tour, which will be disabled by MLS staff. If the "branded" virtual tour is reactivated, the Participant will be fined $500 and the listing with be deleted by MLS staff.

Violation of Section 6.3 Subscriber Fee Waivers: $1,000

LISTING PROCEDURES
Failure by a Participant to provide NWWMLS with a listing agreement that is fully executed by all necessary parties upon request shall result in the following fine structure; 1st offense $750.00, 2nd offense $1500.00, 3rd offense $5,000.00.

Lockbox fines schedule;
See Section 18.2, F, page 21 of NWWMLS Policy Manual for fineable infractions.

Fines Payable: Fines are payable upon receipt of the invoice; if Participant is unpaid 30 days after invoicing, all services shall be suspended and the Participant will be assessed $100 for non-payment and, if applicable, a $100 re-activation fee. Any member firm whose services have been suspended for more than 60 days shall be terminated

Fine/violation tracking: Violations of rules are tracked by NWWMLS and accumulate on a per rule basis. If there have been no violations for two years from the date of last violation for a particular rule, then the tracking for that rule resets to zero.

FEES:

Input: $10 per listing, $2 per photo if done by NWWMLS staff.

FIRST RIGHT OF REFUSAL
Provides potential buyer with first right to buy a particular property upon terms/ conditions offered by another buyer. Terms of offer by second buyer must be given to first buyer to decide whether to match terms and buy or let other buyer purchase. Not a bump clause, which is a contingency provision

FORECLOSURE – *See REO*

FSBOs AS COMPS
A For-Sale-By-Owner property that is sold by an NWWMLS participant or subscriber may be entered into the MLS for comparable purposes. Complete data information and adherence to NWWMLS policy must be observed, listing information must be input within 15 business days of sale of the property. Agent MUST contact the NWWMLS office within 24 hours of listing input; MLS staff will then update the status to SOLD and the listing agent to NON-MLS. Failure to comply with these listing procedures will result in withdrawal

of the listing.

G-H-I

IDX - Internet Data Exchange
Agents: Users or subscribers wishing to have access and use data for their websites must submit Data License Agreement, signed by agent, their broker and consultant, and submit appropriate set-up fee with application

Database changes: Framed webmaster completes on behalf of MLS, MLS pays applicable fees. Brokers accessing the Data Interface may incur additional costs. Displayed Data:

- listing broker/agent name or phone need not be identified on websites operated by that broker
- brokers have option to display/not display property address
- brokers option to display all fields except: owner name, list/expire dates, and disclosures
  allow display of all property types
- all Active and Closed (3 yrs) statuses only included in download
- MLS number display mandatory
- brokers option to display only specific MLS areas
- require disclosure of consumers personal use on broker/agent site
- require data refresh once every 24 hour; date/time stamp displayed *Realtors® Report 8/01*

Framed site: Data License Agreement must be signed by all required parties. Framed solution provided to brokers at a determined amount/MLS billing cycle; agents charged an annual fee, billed on Oct 1 of each year

Data Interface access: Data License Agreement must be signed by all required parties. Agents requesting access to the Data Interface must submit setup fee with application *2019*

Open Houses: included on IDX framed site

Sold data: added to IDX pulls; broker discretion to display this status *8/2011*

Square footage: added Total Sq Ft to IDX pulls; broker discretion to display field *5/2011*

Virtual Tours: links included on IDX framed site

INCOME PRODUCING
Added Y/N Income Producing field to Residential class only *6/2010*

J-K-L

LEASE/RENT DIRECTORY
Lease/Rent directory is a member service, operated outside the scope of the MLS; list price entered is monthly charge to tenant. Photos *encouraged* to be uploaded to the MLS.

LIMITED SERVICE – *See Listings*

LIST DATE
List date is defined as the date broker received completed contract with all necessary signatures. Broker must be able to provide clear evidence of receipt of the completed contract (i.e.: date/time stamp of fax, postmarked envelope, email)

LIST PRICE
Defined as *full gross list price* (as stated in listing contract) and is price entered in MLS

LISTINGS

CO-LISTED PROPERTIES: If a seller enters into multiple listing contracts; contracts must be with different brokers/different firms; for the same property, the Participants may each submit the listing to the MLS, provided the agents' remarks section discloses the other co-listing broker(s). When the property closes,

only one listing may be reported as sold; any other submission must be withdrawn. The co-listing participants must determine which submission will be reported as sold and which submission(s) will be withdrawn.

Multiple Listings: See rules Section 1.2.3B.

Duplicate Listings: See rules Section 1.2.3A.

Exclusive Agency: means a contractual agreement between the seller(s) and the listing broker that grants the listing broker exclusive authorization to market the property to the public as the seller's agent, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

Exclusive Right to Sell: means a contractual agreement between the seller(s) and the listing broker that grants the listing broker exclusive authorization to market the property to the public as the seller's agent.

Limited Service: listing agreements under which the listing broker will not provide one, or more, of the following: 1) arrange appointments; 2) accept and present to seller offers; 3) advise the seller; 4) assist the seller; 5) participate on the seller's behalf; 6) listing broker may offer little, or no property marketing services other than placing property in MLS *See Legal Update 11/2004*

MLS: the very act of submitting a listing to the MLS constitutes listing brokers' intent to cooperate with other MLS participants

NON-MLS: seller must complete, and sign Withhold from NWWMLS form, copy to be sent to NWWMLS office within 3 business days

Open (cannot be entered in MLS): seller retains right to employ any number of brokers as agents.

LOCKBOXES

Audits: annual inventory audits sent to offices requesting acknowledgement of boxes assigned to them; unaccounted boxes may be billed for; it is the policy that all audits must be returned to RANWW within 10 business days of receipt of verification request. Failure to do so will result in an invoice to broker for the total number of boxes assigned to their office *Committee action 4/2009*

Deposit: All keyholders pay $60 refundable security deposit. Members in the system prior to 1/2000 were grandfathered into the system, no deposit required. Refunds are given if all equipment (SentriCard and cardreader) are returned in good working condition. Deposits made by members in the system prior to 12/31/2000 receive no refunds. Deposits on record at that time were used to fund the first year of that lockbox lease from the vendor.

Eligibility: all NWWMLS brokers/agents eligible to use system; members (except appraisers, home inspectors, photographers) not NWWMLS members may not use system. WI registered home inspectors, licensed/certified appraisers who are State Affiliate or Local Affiliate members associated with State Affiliate member of RANWW or any other Realtor® board are eligible.

Lockboxes: issued to broker based on number of active residential and multi-family listings plus number of agents associated with them. One box per listing, one per agent issued at no cost to broker. The broker assumes liability of all boxes and agrees to pay current least fee replacement cost for missing and/or damaged boxes. Online inventory system available to brokers to track inventory

Lost key: MLS office to be notified immediately, affidavit completed, security deposit forfeited. Replacement cost $25.00.

Operating costs: NWWMLS administers the electronic lockbox system and includes costs in monthly NWWMLS dues. Home inspectors and appraisers must pay an annual operating fee in advance of obtaining key and will be invoiced thereafter annually

LOTTERY CREDIT
The offer to purchase (Line 124-130) gives the tax proration option for net taxes "as defined as general property taxes after state tax credits and lottery credits are deducted". ***See Sale Price, Seller***

Concessions

M

MANDATORY LISTING AREA

The Mandatory Listing Area of NWWMLS are the following counties in the State of Wisconsin:

Region A: Eau Claire County and Chippewa County

Region B: Dunn County, Pepin County, Buffalo County, Trempealeau County (limited to the following Townships in Trempealeau County: Albion, Unity, Sumner, Chimney Rock, Burnside, Lincoln, Hale and Pigeon), and Jackson County (limited to the following townships in Jackson County: Garfield, Cleveland, Northfield, Garden Valley, Currrant, Hixton, Springfield, Alma, Taylor, Albion, Adams, Brockway, Millston, Knapp, Bear Bluff, City Point and Komensky).

Region C: Barron County, Washburn County, Burnett County, Rusk County, Sawyer County, Bayfield County (limited to Townships of Barnes, Cable, Delta, Drummond, Grand View, Kelly, Lincoln, Mason and Namekagon), and Ashland County (limited to the Townships of Agenda, Butternut, Chippewa, Gordon, Jacobs, Peeksville and Shanagolden).

MANUFACTURED

Built in a factory to Federal HUD home (not local building codes); built on non-removable steel chassis; may be restricted to location; contains HUD identification tags/serial numbers

MARKETING

"Market to the public" has the meaning set out in Section 1.0.

MESSAGE OF THE DAY

Notices must be of a MLS business nature or to offer condolences to members.

Death: may be used to notify membership of death/funeral arrangements if RANWW/NWWMLS office receives a request to post information; notices must be limited to loss of RANWW member or staff, former RANWW member or staff.

NOTE: The Golden Rule awards will be published once a month. Any other media publications can be found on Twitter, Facebook, YouTube, RANWW Newsletter and RANWW.com.

Routine: limited to RANWW or NWWMLS business/rules/policy

Warnings: limited to those that affect the safety of RANWW members or listing properties; no names will be published. NWWMLS encourages members to call with alerts to file police reports

MODULAR

Built in a factory and assembled on-site; required to meet local building codes; indistinguishable from site-built homes

N

NEW CONSTRUCTION

New Construction listings may be listed in the appropriate property type at any time if the listing complies with Section 1 Listing Procedures (i.e., the property is listed subject to a real estate broker's license under exclusive right to sell or exclusive agency listing contract and located in the Service Area).
Property is considered "New Construction" prior to the date of issuance of the Certificate of Occupancy. NWWMLS features include Plan Only, Foundation Only, Framed & Enclosed, Sheetrocked, Complete except Flooring, Ready for Occupancy. Agents must note whether or not photo is facsimile AND an estimated completion date in Remarks

O

OFFERS TO PURCHASE

Terms of the offer to purchase are confidential and should not be shared with other NWWMLS users

P

PERSONAL PROMOTION
No individual or company promotion is allowed in the NWWMLS, either through Public Remarks or in photos. Policy prohibits displaying agent name, phone number, email address or URL, or company logo in Public Remarks, on photos or on virtual tours

Agent Name: allowed only in Agent Remarks

Lender Name: name only allowed in Public Remarks, no contact information

Photos: For Sale signs should not be uploaded to MLS; in the event it is impossible to photograph the property without the For Sale sign (frozen in ground, etc.) name/contact information of company/agent cannot be easily legible

Prohibitions: no personal contact information in Public Remarks, on photos, URLs, company signs in photos, except those allowed in agent remarks and lender name in Public Remarks *Realtors® Report Dec 2003*

PHOTOS
Comparables: if property is entered for comp purposes, a photo must be included at the same time the listing data is entered in the MLS; there will be no 10-day grace period granted *Realtors® Report 2/2006*

Copyright: photos submitted to MLS are copyrighted and may only be used for recognized MLS purposes; allows no copyrighted materials to be entered into the MLS (plat maps unless broker has permission from plat book publisher, other MLS's photos, etc.) *see* ***Copyrighted Materials***

Financing Information – *see* ***Attachments***

For Sale signs: ***see Personal Promotion***

Maximum: 40 photos per listing allowed

Privacy: photos that include people are not permitted

New broker: a new listing broker may not copy photos entered into MLS be the previous listing broker. Rule: "Submission of photo constitutes broker's representation that broker has the right to authorize the MLS to publish the photo in the property compilations and elsewhere the MLS data is authorized. No other use of the photo is authorized by the participant. In the event of any litigation relating to the reproduction of the photograph by the MLS, the broker agrees to indemnify the NWWMLS"

Retention: ***See Data Retention***

Seller withhold: Sellers may expressly direct that photos of their property not appear in the MLS. Such written directions must be signed by the seller and be available to the MLS. No fines for missing photos will be charged if the seller has directed, in writing, that photographs of their property does not appear in the MLS *3/2011; MLS Rules & Regs Sec 1.2N Note 2 & 6.3 Note 2 amended*

Text: Text is prohibited on MLS photos, other than maps, except when required or permitted by MLS rules. *Realtors® Report 2/2011*

Watermarks: ***See Watermarks***

PROMOTION - ***See Personal Promotion***

PROPERTY ADDRESS
Mailing address of property must be entered in the NWWMLS. *Complete* city name must be entered

PROPERTY CONDITION REPORTS

Best Practice: Although sellers have 10 days to complete a property condition report after offer acceptance it is considered Best Practice to encourage sellers to complete a property condition report at the time of the listing contract and upload it as a listing attachment as a courtesy to cooperating brokers. Should sellers refuse to complete a Property Condition Report, agents are advised to complete and upload as a listing attachment the Seller Refusal to Complete Condition Report form.

Completion: WI Stat 709 states "Seller has 10 days to complete a property condition report after an accepted offer date. If buyer doesn't receive the condition report within that time frame, offer can be rescinded". MLS will work with agent regarding rule violation if seller refuses to complete a property condition report.

Q-R

REALTOR®

Always: capitalize REALTOR® and use the registered trademark®. Preferred usage is solid caps, however, it's acceptable to capitalize only the first letter. Exception: used on the internet - special rules apply and the term doesn't have to be capitalized or followed by the registered trademark

Always: separate Realtor® from a business name by appropriate symbols or punctuation. Separating punctuation should be used even when the term appears on a separate line immediately below the firm name (correct usage: J.J. Jones, Inc, Realtors® or J.J. Jones, Inc,
Realtors *Realtors® Report 5/2003*

Never: use the term to differentiate amount members (i.e.: The Realtor® with integrity)

Never: use the term Realtor® in lieu of real estate broker or real estate agent. Realtor® identifies a member of NAR, not a profession

Never: incorporate or register a business name using the term Realtor® or Realtors®

Trademark/Company Name/Incorrect: Sunshine REALTORS® Company; Sunshine, REALTORS®, Company; Sunshine Company REALTORS®

Correct: Sunshine Company, REALTORS®

Trademark/Display/Correct: REALTOR®, REALTOR, Realtor®

Incorrect: realtor®

Trademark/Logo/Color of block "R": when using a single color, the logo may only be printed in black or blue

Trademark/Logo/Used: on advertising promotional materials as long as member name and address also appear on those materials *Realtor® Review 6/06*

Trademark/Member Name/Incorrect: Wm Smith REALTOR®; Wm Smith, realtor®; WmSmith Realtor® **Correct:** Wm Smith, REALTOR®

Trademarks /Owned by NAR: REALTOR®, REALTORS®, REALTOR-ASSOCIATE®

Trademark/Phrases/Incorrect: Bob Smith, Your REALTOR® for Life; Tom Jones, the Commercial REALTOR®; Mary White/South Dakota's Top REALTOR®

Correct: Jane Brown, REALTOR® & Lakefront Realty's top salesperson

Trademark/Profession ID/Incorrect: I'm a commercial REALTOR®; I'm an independent REALTOR®; I'm a top REALTOR®

Correct: I'm a real estate broker and a REALTOR®

Trademarks/Use: may be used with the names of the firm, the principal, and all salespeople who hold membership. Trademarks may not be used with names of non-member salespeople

Trademark/Web Site Domain/Incorrect: www.northshorerealtor.com

Correct: www.realtorjohnsmith.com; www.maryjonesrealtor.com;www.bobsmiththerealtor.com

REALTORS PROPERTY RESOURCE (RPR)

NAR member-only database of property information made available from MLSs across the United States. NWWMLS participants and users have direct access to RPR. Links to the RRP site are available within NWWMLS and on ranww.org *Member access 4/2011*

RECIPROCITY - *See WIREX*

REO (Real Estate Owned)

If the title has transferred from owner to a financial institution, the REO field should be marked Y (Yes) in the MLS

RETENTION - *See Data Retention*

S

SALE PRICE
The sale price reported in the MLS should be the same price that is reported to the State of Wisconsin on the Real Estate Transfer Return

SECTION/RANGE/TOWNSHIP
All Vacant Land listings in un-incorporated areas must include the Section/Range/Township information in the listing data *Realtors Report 6/2011*

SELF PROMOTION – *See Personal Promotion*

SELLER CONCESSIONS
Details: If there are seller or lender concessions, the "seller concession" field should be checked, and brief details disclosed *WI Legislation 1/2011*
Sale price w/Seller concession: Sale price reported should be the same sale price reported to the state on the Real Estate Transfer Return
Participant must not include in the Sold Comments field, any references to compensation paid to listing Participant or cooperating Participants.

SEPTIC SYSTEMS
If Holding Tank or Mound System are known property features, they must be identified in the listing data. If not, enter Septic System, type to be determined by experts *Realtors Report 8/2010*

SERVICE AREA
The Service Area of NWWMLS are the States of Minnesota and Wisconsin.

SHORT SALES
Status should change from Active to Active w/Offer when the *seller accepts the offer*, not the bank. The requirement of the bank's approval is simply a contingency of the offer to purchase
Committee action 4/2010

SHOWINGS
Appointments: Showing/offer presentation appointments must be made through listing broker. If no one in the listing office can be reached, the seller can be contacted directly, *but only when all other avenues have been exhausted*. Paper business cards, noting time/date of showing allowed to be left at property, unless noted in Agent Remarks and/or prohibited by broker policy (also to be noted in Agent Remarks)

Electronic showing application: For the convenience of participants and users, NWWMLS shall contract with a company for scheduling appointments online. Participation in the program is optional; however, the cost of the service shall be part of the NWWMLS budget

SINGLE PARTY LISTINGS – listings taken by a broker that are not offered for co-broke may only be entered into the MLS after the property closes.

STATISTICS
MLS Statistics: when publishing statistics obtained from the MLS, include the following notice, *and* verify statistics to ensure accuracy: **"*Based on information from the Northwestern Wisconsin Multiple Listing Service for the period (date) through (date).*"** *NWWMLS Rules & Regulations, Sec 13*

STATUSES
Change in Status: must be reported to NWWMLS within 3 business days

Definitions:

- ***Delayed Listing Status:*** property has an active listing agreement, and the property is being prepared for sale, but is not ready for showing. (Use of this status is subject to *NWWMLS Rules & Regulations Sec. 1.2.4.*)
- ***Active* (A):** : property is listed with no offers, special provisions, including bump clause, and is available for showing***Note 1.*** "Available for showing" means that the property is available for scheduling showings in ShowingTime and otherwise and cannot be blocked from scheduling showings. A seller may reject a particular showing due to their own schedule, but the property must be generally available for scheduling

- ***Active w/Bump Clause* (AB):** property has accepted offer with bump clause, status allows property to continue to appear in active search results
- ***Active w/Offer* (AO):** property is listed, has accepted offer with contingencies, status allows property to continue to appear in active search results
- ***Temporary Off Market (TOM)*** property is listed but cannot be shown by anyone; property may not be publicly marketed; all yard signs must be removed; property will not syndicate to third-party portals or be included in IDX data feeds. Participants (Brokers)/ Subscribers (Agents) MUST contact the board office to request a Temporary Off Market Status; Status shall not exceed 30 days;

  Temporary Off Market Status cannot be added within the first 5 days of obtaining all necessary signatures. If property needs to be off market longer than 30 days, the listing must be withdrawn.
  ****Note 1.*** Temporary Off Market Status must be requested using the Temporary Off Market Status Request Form.
  ****Note 2.*** Participants must distribute a Temporary Off Market listing within (1) one business day if the listing is publicly marketed (i.e., change the status back to Active); see Section 1.0, Clear Cooperation.
- ***Pended* (P):** property has accepted offer, all contingencies are satisfied, seller has directed broker to stopmarketing
- ***Expired* (X):** term of listing contract has ended; status automatically updates at the end of listing term.
- ***Expired w/Offer* (X)** term of listing contract has ended, property has accepted offer; listing broker must manually enter "Expired with Offer" in Remarks and Agent Remarks to alert MLS users not to contact seller
- ***Withdrawn* (W):** property is no longer available for sale or was submitted in more than one property class (a duplicate listing is withdrawn to avoid distortion of statistics) at time of status change all marketing signs must be removed from property. Note: Listing automatically moves to Expired (X) status upon contract end date
- ***Closed* (C):** property has successfullyclosed

STREET TAGS

To create accurate property history and complete/successful search results, please follow the *Data Entry Standards* listed below:

Abbreviations: required use for data consistency and accurate search results in MLS

	Use		**Use**
Avenue	AVE	Parkway	PKWY
Boulevard	BLVD	Place	PL
Circle	CIR	Road	RD
Court	CT	Street	ST
Drive	DR	Terrace	TERR
Lane	LN	Trail	TR

Lot Numbers: enter Lot, then space, then lot number (i.e.: Lot 1)

No Lot Numbers*:* if no number in address, or no lot number, enter **0** (zero) in address Number field. Do **not** enter x, xx, xxx; do **not** enter the acreage amounts

North, South, East, West Streets: (i.e.: 123 North Raven Ave) House ***number*** (123) is entered in Number field, the Cardinal ***Direction*** (North) is entered as N in the **Dir** field, Raven Ave is entered in the ***Street*** field

Numbered Streets: (i.e.: First St) should be entered as only numbers: 1st, 2nd, 3rd, 4th, etc. In the event that a numbered street name includes fractions, please enter the number, followed by a space, then the fraction: 27 ¼

Punctuation: Do not include commas, apostrophes, periods, pound signs, etc or symbols in any street name

Street Names: should be spelled out in their entirety with the exception of abbreviations listed below. Use:
HWY (Highway) *for **all types** of highways: county (county highways, country roads, county trunk highways), state, federal (i.e.: Hwy B, Hwy 12, Hwy 94, Hwy KK)*
ST (Saint) *i.e.: Saint James*
MT (Mount) *i.e.: Mount Hood*

***Note:** The system is not case sensitive. Above street tags do not need to be entered in all CAPS, however, it is recommended that the first letter be entered in CAPS.*

Section/Township/Range: enter **S** for *section*, followed by section number; enter **T** for township, followed by township number, enter **R** for range, followed by range number; separate *each* by a forward slash (/) as follows: S12/T24/R13

SQUARE FOOTAGE
The following guides shall be used for reporting square footage in MLS:

- **Above Grade Square Footage:** Only those areas located above grade; lower levels of bi-level, split level or walkouts may **not** be included in Above Grade Square Footage
- **Bedrooms:** finished lower-level bedrooms which meet state building code, occupancy requirements (adequate windows, egress) may be included in the total number of bedrooms and should be included in finished below grade square footage
- **Below Grade Square Footage:** Only those areas located below grade; lower levels of bi-level, split level or walkouts should be reported as Below Grade Square Footage
- **Ceiling height:** must be a minimum of 5 feet (i.e.: 1.5 story or A-frame) may be included in square footage totals. Any part of an upper level with a ceiling height of less than 5 feet may **not** be included in square footage.
- **Finished Above Grade Square Footage:** Only above grade heated areas finished in a style similar to the rest of the home
- **Finished Below Grade Square Footage:** Only below grade heated areas finished in a style similar to the rest of the home
- **Finished Square Footage:** should include heated, finished areas only; enclosed porches/breezeways, etc that are heated and finished similar to the rest of the home may be included as Finished Square Footage
- **Measurements:** should be taken from the exterior of the house
- **Unfinished Square Footage:** unheated, unfinished areas
- **Walk-through Bedroom:** (a room off another bedroom with no other access can be included in square footage fields but **not** counted as a bedroom

Note 1: Blatant misrepresentation of Square Footage could result in a fine or suspension of NWWMLS privileges.

SUSPENDED/TERMINATED SERVICES (MLS)
Suspension: if NWWMLS access has been suspended for non-payment of dues all services shall be suspended and the Participant will be assessed $50.00 for the first suspension and $100.00 for any subsequent suspension imposed before the first one-year anniversary of the lifting of the previous suspension *MLS Board action 3/2014*
Termination: any office suspended for 60 days will be terminated *Realtors® Report 10/2004*

SYNDICATION
The MLS has established direct data feed agreements with some large publishing portals (e.g.,: Realtor.com). *At the brokers discretion, and per their syndication strategy,* answer the appropriate data fields (example: Realtor.com) with Y (yes) to send listing data, N (no), to withhold listing data *OR* make selection(s) from available picklist (menu choice). Click to highlight (select) publishers to send listing data, or do *not* highlight to withhold listing data.

T-U

THIRD PARTY MLS DATA REQUEST
Any third-party vendor wanting access to MLS data for purposes other than those defined by MLS rules and policies (IDX, VOWs, broker office listings only, broker back-office applications) must submit a request directly to the MLS Board for consideration.

THUMBNAIL PHOTOS

- Thumbnail cannot be more than 25% of the photo in which the thumbnail is inset
- Thumbnail must be located in a corner (can be any corner)
- Primary photo must follow the photo policy for the property type even if it includes a thumbnail
- Thumbnail must follow all other photo requirements and policies, except that the thumbnail may not be the primary photo (a primary photo may include a thumbnail)
- Thumbnail cannot used in a misleading manner (e.g., to obscure or block a deficiency in the property like holes in a roof, wall, or yard)

V

VIRTUAL STAGING

Listings may contain media that contains virtual staging (i.e., use of software to add furnishings to a property). Any media that contains virtual staging must comply with the following rules:

- Virtual staging may be used to add personal property and other furnishings to images or replace existing personal property. For example, furniture, artwork, décor, and other similar elements can added into the photo of a room, or an existing couch may be replaced by a table and chairs.
- Virtual staging may not be used to remove, alter, enhance, or add permanent fixtures, repair or upgrade damage, remove or redesign structural elements, or include or exclude visual elements that result in an
- untrue picture of the listing. For example, virtual staging cannot be used to change out appliances, flooring, repair holes in walls, or add windows, remove an existing support beam, or create a scenic view.
- A non-virtual staged photo or video of the same image must immediately proceed or follow any photo, image, or video containing virtual staging.
- The public remarks, and description for each virtually staged photo, and the photo itself must include a disclaimer that the listing includes photos that have been virtually staged. For virtual tours that include virtual staging, a disclaimer must be displayed on the video that states the images have been virtually staged.
- All media input into the MLS must comply with NAR Code of Ethics Article 12 and present a true picture in advertising, marketing, and other representations.

VIRTUAL TOURS

Logo: No company logo, photo, contact information (address, phone, email, etc), advertising, links to further pages/sites are allowed *3/2014*

Personal Promotion: prohibited in URLs for virtual tours *Realtors® Report 6/2003*

W

WATERMARKS

Photos, videos, and other media content uploaded to the MLS may contain a watermark, subject to the following policy:

1. Eligibility - Watermarks may only be used by an individual or company that has first completed the NWWMLS Watermark Program Form. Participants and subscribers are not eligible for the Watermark Program.
2. Format – The watermark:
    a. Must not contain any Participant or Subscriber information, see ***Personal Promotion***. May be a logo or company name.
    b. May be a copyright notice so long as it is compliant with 17 U.S.C. § 401 and the water marker owns the copyright of the content.
    c. Must be approved by NWWMLS staff (via the NWWMLS Watermark Program Form).
3. Placement – The watermark:
    a. Must be kept in a lower corner of the photo or video.
    b. Must be scaled down to 10% or smaller.
    c. Cannot be more than 50% opacity.
    d. May not be obtrusive to the overall image.
    e. Must be applied to an image of the listed property (cannot not be an additional photo of just the watermark or video content of just the watermark).

Note: NWWMLS staff has the right to remove or delete any watermarked content at any time for

noncompliance with this policy.

WATERFRONT ACCESS
Properties with access to water but no frontage may be entered as waterfront property in MLS, however, "Access only, no frontage" must be noted in listing Public Remarks

WIREX
WIREX is the Wisconsin Real Estate Exchange, a data sharing initiative of participating MLSs within the state of Wisconsin. See here http://www.wirex.com/ for additional information.

X-Y

YEAR BUILT
Must be entered in MLS, if unknown 1500 is to be entered and "Year Built Unknown" included in Remarks. *5/2005*

Z