



RANWW

**Northwestern Wisconsin
Multiple Listing Service, Inc**

**NORTHWESTERN WISCONSIN
MULTIPLE
LISTING SERVICE, INC**

BYLAWS

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ARTICLE 1

Authority: The Northwestern Wisconsin Multiple Listing Service, Inc (NWWMLS) is a wholly owned subsidiary corporation of the Realtors® Association of Northwestern Wisconsin (RANWW) or (Shareholder). NWWMLS is a Wisconsin stock corporation organized pursuant to Wis. Stats. Chapter 180.

ARTICLE 2

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

ARTICLE 3

Service Area: The area within which the Service shall function at all times be the service area designated by the directors.

ARTICLE 4

- A. Participation Defined:** Any Realtor® of this or any other association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to NWWMLS membership or participation unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized users 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. The Realtor® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the Participant shall have all rights, benefits, and privileges of the Service, and shall accept all obligations to the Service for the Participant's firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the NWWMLS by all persons affiliated with the Participant who utilize the Service.

Note: Mere possession of a broker's license is not sufficient to qualify for NWWMLS participation. Rather, the requirement that an individual or firm "offers or accepts cooperation and compensation" means that the Participant actively endeavors during the operation of its real estate business to list real estate property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts.

Nor is it intended to permit NWWMLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

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

- B. Application for Participation:** Application for participation shall be made in such manner and form as may be prescribed by the NWWMLS Board of Directors and made available to any Realtor® principal of this or any other association requesting it. The application form shall contain a signed statement agreeing to abide by these bylaws and any other applicable rules and regulations of the Service as from time to time amended or adopted.
- C. Discontinuance of Service:** Participants of the NWWMLS may discontinue membership at any time. They may reapply to the NWWMLS at any time by making formal application in the manner prescribed for new applicants for participation provided all past dues and fees are fully paid.
- D. Subscribers:** Subscribers (or users) of the NWWMLS include all non-principal brokers, sales associates, and licensed and certified appraisers affiliated with Participants, except those subject to fee waiver under the NWWMLS’s policies.

ARTICLE 5

Service Charge: The charges made for Participation in the Service shall be as determined, and as amended from time to time by the NWWMLS Board and specified in the rules and regulations of the NWWMLS.

ARTICLE 6

Board of Directors: Except as specifically delegated to the Executive Committee below, the government of NWWMLS shall be vested in a Board of Directors as described in this Article, all of whom shall be Realtor® broker members of the RANWW. A principal Realtor® of a firm may designate in writing to the President of RANWW a Realtor® broker from his or her firm who could be eligible for appointment to the NWWMLS Board as provided herein.

- A.** There shall be a total of eleven (11) NWWMLS Board members (inclusive of the Executive Committee) all of whom shall be appointed by the President of the RANWW and confirmed by the Board of Directors of the RANWW. Each appointment shall be for a two year term (except as such term may be extended below in regards to elected Executive Committee members). The President Elect of the RANWW shall be an ex-officio member of the Board of NWWMLS, but shall not have a vote.
- B.** A majority of the Board members must be present to establish a quorum. A majority of those present is required for action.
- C.** Unexcused absence from any two meetings by a Board Member shall be construed as a resignation and the President of the RANWW shall appoint a member to serve the balance of that term. Such appointment is subject to the approval of the Board of Directors of the RANWW. Whether an absence is “unexcused” shall be in the sole determination of the Chairman of the Board.

Executive Committee: The Executive Committee of the NWWMLS Board of Directors shall consist of a Secretary, Chair-Elect, Board Chair and Immediate Past-Chair.

- A.** At the first meeting after the end of each leadership year, the NWWMLS Board of Directors shall elect from the current members of the Board of Directors a Secretary for the next leadership year.

It is the intent that each member of the Executive Committee shall, starting at Secretary, move up in office each successive year and eventually become Board Chair. By means of example, the progression of members of the Executive Committee shall be as follows: the newly-elected Secretary shall take office, the current Secretary shall become the new Chair-Elect, the current Chair-Elect shall become the new Board Chair, the current Board Chair shall become Immediate Past-Chair, and the current Immediate Past-Chair shall be phased out and no longer be a member of the Executive Committee or the Board of Directors.

- B. The Executive Committee may exercise the powers of the Board of Directors between meetings of the Board, fix the hour and place of special meetings, determine agenda items in advance of meetings and perform such other duties such as their titles, by general usage, would indicate as officers of a corporation and such as may be assigned to them by the Board of Directors.
- C. The Executive Committee may not amend these bylaws, make rules or regulations governing nominations or elections, or approve expenditures in excess of \$500.
- D. The Executive Committee shall report any actions taken to the Board of Directors at the next scheduled meeting. Any action required or permitted to be taken at a meeting of the Executive Committee may be taken by written action signed by two-thirds (2/3) of the members of the Executive Committee then in office.

Vacancies. Vacancies among the Board of Directors shall be filled by the President of the RANWW (as confirmed by the Board of Directors of the RANWW). The Board of Directors shall fill vacancies among the Executive Committee using the following guidelines:

- A. To the extent possible, a vacancy on the Executive Committee shall be filled by the office directly below it. For example, the office of Board Chair shall be filled by the Chair-Elect, in which event the Secretary would become Chair-Elect, and the Board of Directors would elect a new Secretary from its current members.
Vacancies in the office of Immediate Past-Chair shall be vacant until the current Board Chair takes such office upon expiration of his or her term as Board Chair.
- B. In the event of a temporary vacancy on the Executive Committee due to medical or other issue lasting less than one year, the vacant office of such member may be temporarily filled by the Board of Directors, at its discretion, such that the temporarily-vacant member may continue the path to Board Chair described above. For example, in the event the Chair-Elect must vacate his or her office temporarily due to a medical or other short-term issue, the Board of Directors may temporarily fill the Chair-Elect office until such time and the current Chair-Elect is ready to resume the duties of office and thereafter assume the office of Board Chair at the appropriate time.

Removal of Directors or Members of Executive Committee. In the event that a Director or member of the Executive Committee is deemed to be incapable of fulfilling the duties for which elected, but will not resign from office voluntarily, the Director or member of the Executive Committee may be removed from office by the President of the RANWW.

ARTICLE 7

Indemnification of Directors and Members of Executive Committee: In addition to indemnification provided in Wis. Stat. Ch. 180, each present or future Director and member of the Executive Committee of the Corporation, whether or not then in office, shall be held harmless and indemnified by the Corporation against all claims and liabilities, and all expenses actually and reasonably incurred or imposed upon him/her in connection

with or resulting from any action, suit, or proceeding, or any settlement or compromise thereof approved by the Board of Directors, to which he/she may be made a party by reason of any action or alleged action, either of omission or commission, performed by him/her while acting as such Director or member of the Executive Committee in good faith, except in relating to matters as to which recovery shall be made against him/her by indemnification shall not be exclusive of other rights to which he/she may be entitled as a matter of law. Each such Director or member of the Executive Committee shall be likewise indemnified against any judgment, decree or fine which may be imposed upon him/her in any such proceeding, suit, action or prosecution.

ARTICLE 8

Meetings: The NWWMLS Board shall designate a regular time and place of meeting. The Board shall meet at least every other month or more often if deemed necessary. The Board shall also designate a time and place for the NWWMLS general membership meeting to inform and educate the members and discuss issues and problems confronting the NWWMLS. Special meetings may be called if by the Executive Committee with at least five (5) days written or electronic notice.

ARTICLE 9

Fiscal Year: The fiscal and elective year of the NWWMLS shall commence on October 1 and shall end on September 30.

ARTICLE 10

- A. Amendments to Bylaws:** Amendments to these Bylaws shall be by the Board of the NWWMLS. Amendments to the Bylaws of the Service approved by the NWWMLS Board shall further be subject to approval of the Board of Directors of the RANWW.

When amendments to the Bylaws of the Service have been approved by the Board of Directors of the RANWW said amendments shall be effective immediately or as stated in the amending resolution.

If the proposed amendments to the Bylaws of the NWWMLS fail approval of the Board of Directors of the RANWW, the NWWMLS Board shall be informed, and advised that the proposed amendment or amendments to bylaws be further considered and resubmitted to the RANWW as approved by the NWMLS.

- B. Amendments to Rules and Regulations:** Amendments to the Rules and Regulations of the NWMLS shall be by consideration and approval of the NWMLS Board, subject to final approval by the Board of Directors for the RANWW.

When approved by the Board of Directors of the RANWW as described, the amendments to the Rules and Regulations of the NWMLS shall be effective immediately or as stated in the amending resolution.

If the proposed amendments of the NWWMLS Rules and Regulations fail approval by the Board of Directors of the RANWW, the NWWMLS Board shall be informed, and advised that the proposed amendment or amendments must be further considered and resubmitted as approved by the NWWMLS Board to the RANWW.

ARTICLE 11

Dissolution: In the event the NWWMLS at any time terminates its activities, the NWWMLS Board shall consider and adopt a plan of liquidation and dissolution with the approval of the Board of Directors of the RANWW. Said plan shall provide for the collection of all assets, the payment of all liabilities and the remaining portions thereof be assigned to the parent corporation, namely, the RANWW.

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