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# MINI Handbook

**Listing Procedures**  
**Selling Procedures**  
**Input of Listing Information**  
**\*Includes Hyperlinked Table of Contents**

Online CWMLS Paragon Access: [cwbr.paragonrels.com](http://cwbr.paragonrels.com)

Additional MLS information and forms are on the CWBR website under CWMLS: [www.cwbr.org](http://www.cwbr.org)



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## CWMLS Policies and Procedures

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# Introduction to Handbook

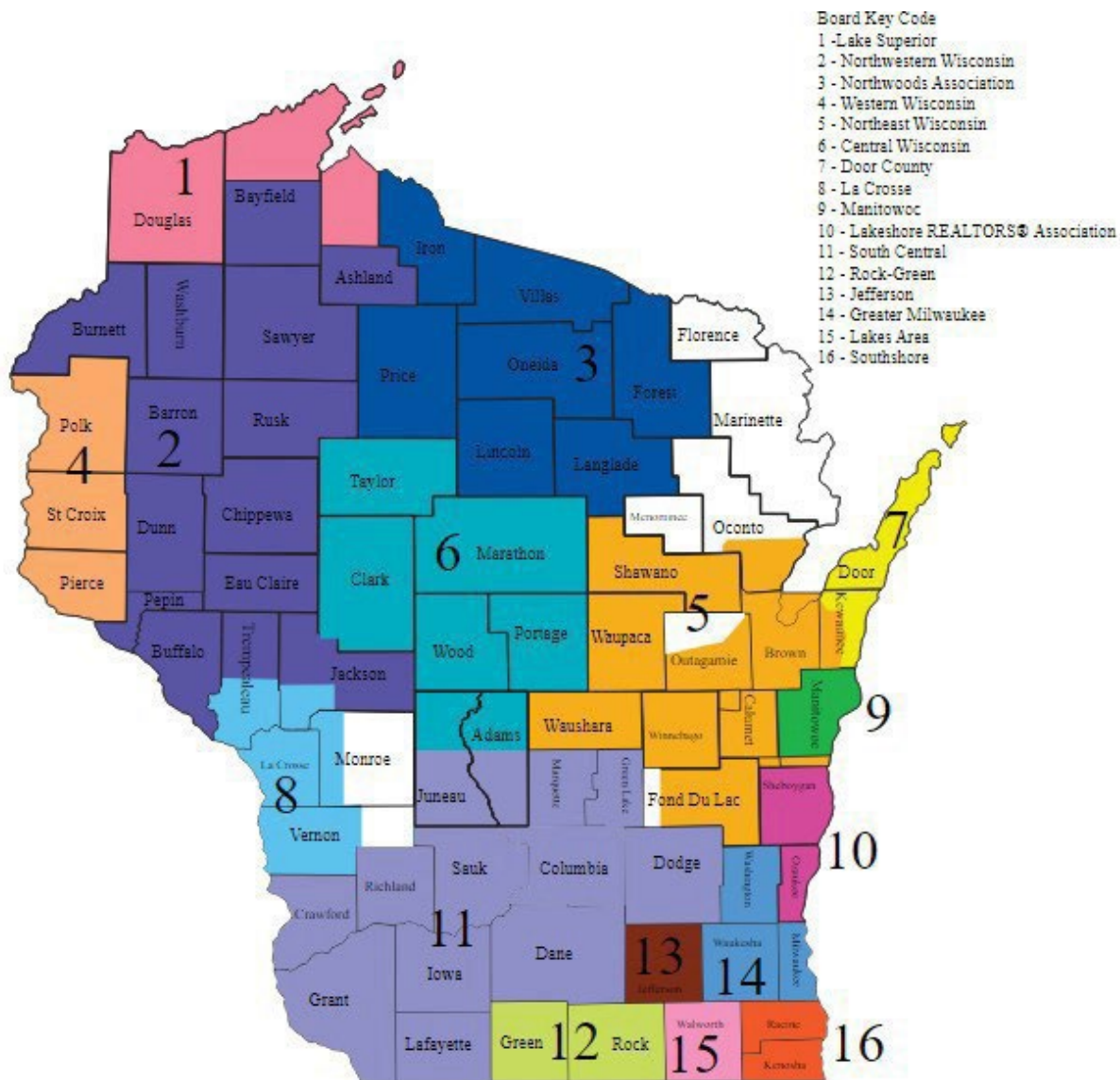
## A. Purpose

The purpose of this “Mini” Handbook is to provide a quick reference guide of the procedures you use most.

## B. Compliance

For maximum benefit to all Participants and subscribers, everyone is expected to abide by all rules, regulations, and instructions at all times. This “Mini” Handbook does not replace the complete CWMLS Handbook.

**CWBR JURISDICTION:** All of Marathon, Taylor, Clark, Portage, Wood Counties and the following townships in Adams County, Rome, Leola, Monroe, Big Plats, Colburn, Strongs Prairie, Preston, Richland and the following townships in Juneau County, Kingston, Finley, Armenia, Cutler, Necedah, Orange, Clearfield, Germantown, Fountain and Lisbon.



## CWMLS Violation Fine Summary

| VIOLATION  | FINE AMOUNT  | INFORMATION  |
|--|--|--|
| <b><u>CWMLS had adopted the following new citations policies in accordance with the NAR Settlement</u></b> |  |  |
| <b>LISTING CONTRACTS</b>   | <b>\$1,000</b><br><br>See page 30, new citation #1                             | <b>Listing Contracts are prohibited from being uploaded to any other document type in the MLS system other than document type labeled – ‘Listing Contract’. Note: There are several alerts setup in the MLS system to ensure that you check that you are uploading your files to the correct document type. Do NOT check Public box.</b>   |
| <b>COMMISSION</b>  | <b>\$1,000</b><br><br>See page 31, new citation #2                             | <b>Commission is prohibited in the MLS system. Commission amounts, percentages, or any communication of compensation is not allowed in the MLS system (that includes documents (excluding listing contract), remarks, pictures, coded messages, showing services).</b>   |
| <b>Buyer Agency, Pre Agency Showing Agreement or Disclosure to Customer</b>                                | <b>\$1000 and Suspension of Service</b><br><br>See page 31, new citation #3    | <b>Buyer Agency, Pre Agency Showing Agreement or Disclosure to Customer will be collected upon request. You will be required to submit your Buyer Agency, Pre Agency Showing Agreement or Disclosure to Customer within 3 business days of being notified by CWMLS. The agreement must be executed BEFORE the property is toured and agreement MUST legible. NOTE: You are required to have this document executed and retained in your file to be provided to CWMLS if requested.</b> |
| <b>IDX Feed Modifications</b>  | <b>\$1000 and Suspension of Service</b><br>See page 31, new citation #4        | <b>You are not permitted to use the CWMLS IDX feed to communicate compensation/commission.</b>   |
| <b>Showing Service Provider Communication for Commission</b>   | <b>\$1000 and 30-day Suspension of Service</b><br>See page 31, new citation #5 | <b>You are not permitted to use the CWMLS showing service “Showing Time” as a vehicle to communicate compensation or commission. No comments or remarks are allowed to communicate compensation or commission.</b>   |
| <b>CWBR/CWMLS Facebook Provided Pages for Commission</b>   | <b>\$1000 and permanent removal from page</b><br>See page 31, new citation #6  | <b>You are not permitted to use the CWMLS/CWBR Facebook pages to communicate compensation or commission.</b>   |
| <b><u>MLS Citations Outside of the NAR Settlement</u></b>  |  |  |
| <b>INCORRECT DATA</b>  | <b>\$100 and \$5/Day</b><br><br>See page 15, Accuracy of Data                  | <b>Once notified of possible Incorrect Data the data should be corrected or CWMLS must be notified within 3 business days of notice. There is no fine if corrected within the 3 business day period. If uncorrected or CWMLS has not been contacted, broker will be charged the \$100 fine and if not corrected after the fine is assessed the broker will be fined \$5/day for each calendar day the listing shows incorrect data.</b>  |

|  |  |  |
|--|--|--|
| <b>PROHIBITED MARKETING</b>                            | <b>\$100 - No Warning Issued</b><br>See page 20, Prohibited Marketing              | Photos, virtual tours and remarks in MLS with signs and marketing will be permanently removed. This includes a virtual tour leading someone to a Branded YouTube site  |
| <b>LATE STATUS UPDATE</b>                              | <b>\$100/Permanent Listing Deletion</b><br>See page 21, Status                     | Listing status must be updated within 3 business days. This includes all status' including Closing Data  |
| <b>LATE FILING / EMAILING / UPLOADING</b>              | <b>\$100 - No Warning Issued</b><br>See page 19, Late Entry                        | All Residential Listing Contracts (All Pages of Contract) - 3 business days from Seller's signature or effective listing date, whichever is most recent  |
|  | <b>\$100 - No Warning Issued</b>   | All Amendments to Listing Contracts - 3 calendar days  |
|  | <b>\$100 - No Warning Issued</b><br>See page 17, Filing Listings Contracts & Forms | All Commercial, Land, Multi-Family, Farm Listing Contracts - 30 calendar days from Seller's signature or effective listing date, whichever is most recent  |
| <b>LATE ENTRY INTO PARAGON</b>                         | <b>\$100 - No Warning Issued</b>   | All Residential Listings - 3 business days from Seller's signature or effective listing date, whichever is most recent. <b>IF PROPERTY HAS NOT BEEN MARKETED TO THE PUBLIC</b>   |
|  | <b>\$100 - No Warning Issued</b><br>See page 15, Listing Procedures                | All Commercial, Land, Multi-Family, Farm Listing - 30 calendar days from Seller's signature or effective listing date, whichever is most recent. <b>IF PROPERTY HAS NOT BEEN MARKETED TO THE PUBLIC.</b>   |
| <b>NON-SUBMISSION OF BUYER'S LAST NAME</b>             | <b>\$100 - No Warning Issued</b><br>See page 21, Buyers Name                       | For all classes of listings, the last name of the Buyer must be entered into Paragon   |
| <b>PICTURE / IMAGE REQUIREMENT</b>                     | <b>\$100 - No Warning Issued</b><br>See page 16, Photo requirement                 | One photo or image that is REPRESENTATIVE of the property must be entered into Paragon   |
| <b>COPYRIGHT VIOLATION</b>                             | <b>\$100/Image - No Warning Issued</b><br>See page 20, Photo Ownership             | All photos/images in Paragon must have the owner of the photos/images permission to be used. You cannot use unowned stock photos or photos from earlier listings that you do not own the copyright with out the photo/image owner's permission   |
| <b>PUBLIC DISSEMINATION OF CONFIDENTIAL MLS FIELDS</b> | <b>\$100 - No Warning Issued</b><br>See full handbook for details.                 | Agent to Agent, Confidential, ShowingTime Instructions and Listing Date fields in Paragon cannot be disseminated to the public.  |
| <b>TRUST FUNDS (eff. 1/1/2024)</b>                     | <b>\$100 and \$5/Day</b><br>See page 15, Accuracy of Data                          | Trust/Earnest documents must be uploaded any time field "Broker has trust account" is marked No. If document is not uploaded to TF-Earnest Money document type, the listing agent will be fined \$100 (no warning) and \$5/day for each calendar day the listing does not have the document. |

|   |   |  |
|---|---|--|
| USING CWMLS DATA ON A WEBSITE WITHOUT THE CWMLS COPYRIGHT | \$100 - No Warning Issued<br>See full handbook for details  | "Copyright © 2003 – 2024 Central Wisconsin Multiple Listing Service, Inc. All rights reserved" Must be on a website using CWMLS data   |
| SHARING PARAGON LOGIN CREDENTIALS                         | 1 <sup>st</sup> - \$1,000<br>2 <sup>nd</sup> - \$5,000<br>See page 15, Input of listing Information | You cannot share your login credentials with ANYONE this includes other REALTORS, Office Staff or Agent Assistants.  |
| CLEAR COOPERATION   | 1st - \$500 2nd - \$1,500 3rd - \$2,500 4th - \$5,000<br>See page 8, Clear Cooperation              | A property may not be publicly marketed unless it is entered into the MLS for cooperation with other MLS participants.   |
| SHOWING INSTRUCTION / LOCKBOX VIOLATION                   | \$2,500<br>See full handbook for details  | Operating a lockbox without authorization from the seller or allowing anyone other than the agent that made the showing appointment to operate a lockbox or obtain a key to the property without consent of the listing broker or seller will result in a fine   |
| DEFACING / LOSING A LOCKBOX                               | \$90<br>See full handbook for details   | This includes writing the Shackle Code on boxes.   |
| SHOWING A PROPERTY IN DISRUPTION STATUS                   | 1 <sup>st</sup> \$2500<br>2 <sup>nd</sup> \$5000<br>See full handbook for details                   | If a listing is in Delayed, Temporarily Suspended or Withheld Status it cannot be shown/previewed by anyone, including the listing broker, until the Show Date. Delayed status listings cannot change the Show Date to an earlier date than on the original DTS- |
| FSBO, ONE-PARTY & NON-MLS PARAGON ENTRIES                 | Correction or Permanent Removal/\$100<br>See pages 18-19 One-Party Listings/One-Party Sales         | These listings are not REQUIRED to be entered into Paragon. But if entered, they must not be entered any later than 30 days after closing. The filing documents must be uploaded the day that the listing is entered into Paragon.                               |
| DISRUPTION POLICY   | \$100<br>See page 16, Disruption Statuses   | Limiting showings more than one day without following the Disruption Policy procedure  |



# Rules & Regulations of Listing and Selling Procedures of the Central Wisconsin Multiple Listing Service

## LISTING PROCEDURES

**LISTING INPUT - Clear Cooperation:** A property may not be publicly marketed unless it is entered into the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. Signs (yard) are allowed; however, listings must be entered into the MLS same calendar day. (Effective February 1, 2020; Updated 4/1/2024, Updated 4/15/2025.)

- |   |  |
|---|--|
| <p><b>1. First Violation = \$500</b><br/> <b>2. Second Violation = \$1000</b></p> | <p><b>3. Third Violation = \$2500</b><br/> <b>4. Fourth Violation = \$5000</b></p> |
|---|--|

-Violations will be specific to the agent/team that violates the rule, whichever agent/team is listed as Listing Agent 1, but the broker will be the entity that is fined.

-Fines will be due within 30 days of notice.

-Complaints received by CWMLS regarding this violation can be filed confidentially but proof must be submitted by email as we require a time stamp on the proof to compare with the MLS input date.

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

### CWMLS Clear Cooperation Policy Update effective April 1, 2024

STILL HAVE QUESTIONS?

**CLEAR COOPERATION MARKETING  
INCLUDES BUT IS NOT LIMITED TO:**

|   |  |
|---|--|
|  | Signs (yard) are allowed; however, listings must be entered into the MLS same calendar day<br><i>Updated 4/21/2025</i> |
|  | Marketing Flyers Displayed in Windows  |
|  | Open Houses (to include Virtual Open Houses)   |
|  | Digital Communications (to include email marketing)  |
|  | Broker/Agent Websites & Multi-Brokerage Sharing Networks   |
|  | Any Application Available to the Public (to include Social Media and any other form of Digital Marketing)              |

**TO SUM IT UP:**

|   |  |  |
|---|--|--|
|  All Listings must be entered into the MLS before any marketing takes place. |  Listings in a disruption status require a DTS1 form. |  Excluded listings require an EX3 form. Office exclusives cannot be marketed in any way. |
|---|--|--|



1 - **Listing Procedures** (all residential property 1 to 4 family) : Listings of real property of the following types, which are listed subject to a real estate broker's license, located within the territorial jurisdiction of the Central Wisconsin Board of REALTORS® taken by Participants on forms approved by the State of Wisconsin must be entered and uploaded into the MLS within 3 business days not including the day of the listing, after all necessary signatures of seller(s) have been obtained:

(a) All residential property 1 to 4 family.

\*Unless you are marketing the property; A property may not be publicly marketed unless it is entered into the MLS for cooperation with other MLS participants. Please reference clear cooperation above for more details.

Listings of real property of the following types, which are listed subject to a real estate broker's license, located within the territorial jurisdiction of the Central Wisconsin Board of REALTORS® taken by Participants on forms approved by the State of Wisconsin be delivered to the Central Wisconsin Multiple Listing Service

hereafter to be referred to as CWMLS and entered into the MLS system within 30 calendar days not including the day of the listing, after all necessary signatures of seller(s) have been obtained:

(b) All commercial, land, multi-family, and farm.

**Note 1:** The CWMLS shall not require a Participant to upload 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 CWMLS. However, the CWMLS, through its legal counsel:

1. May reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants.
2. Assure that no listing form filed with the CWMLS establishes, directly or indirectly, any contractual relationship between the CWMLS and the client (buyer or seller)

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

The listing agreement must include the seller's written authorization to upload the agreement to CWMLS. The different types of listing agreements include:

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

The Service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law because the inherent nature of an open listing Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

The **exclusive right to sell** listing is the conventional form of listing where the seller exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property. (Amended)

Exclusive agency listings and exclusive right-to-sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol 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.

**If the listing is an exclusive agency listing, the Participant must enter “Y” for the EXA? field.**

**Note 2:** CWMLS does not regulate the type of listings its members may take. This does not mean that CWMLS must accept every type of listing. CWMLS will not accept open listings 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 CWMLS.

**Note 3:** CWMLS may, as a matter of local option, accept exclusively listed property that is subject to auction. **If such listings do not have a listing price, “y” must be chosen for the Auction field and then “0” can be entered for the purchase price.** Mandatory

**Section 1.01 – Document Request Submission:** In addition to required document submissions, CWMLS reserves the right to obtain any document that is pertinent to a listing or sale filed with or uploaded to CWMLS. Confidential information may be redacted from the uploaded documents. Documents at no time will be shared with the public and are for CWMLS transactional bookkeeping only. Requested documents must be uploaded within 4 days of the written request from CWMLS. Violation of this rule will result in a \$100 fine. If the requested document is not received 4 days after the \$100 fine is imposed the CWMLS Board of Directors may suspend the Participant’s CWMLS membership and MLS services.

**Section 1.1 Types of Properties:** Following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service:

- |                          |                      |
|--------------------------|----------------------|
| 1. Residential           | 6. Motel-Hotel       |
| 2. Multi-family          | 7. Commercial income |
| 3. Subdivided vacant lot | 8. Industrial        |
| 4. Land and Ranch        | 9. Rental/Lease      |
| 5. Business opportunity  | 10. Condo            |

**Section 1.1.1 - Listings Subject to Rules and Regulations of the Service:** Any listing taken on a contract to be filed with the CWMLS is subject to the rules and regulations of the Service upon signature of the seller(s).

**Section 1.2 - Detail on Listings Filed with the Service:** A listing agreement or property data form, when filed with the CWMLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **Required data is clearly marked with an asterisk (\*) on all CWMLS data forms.**

**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 – Photo Requirement:** All listings entered into CWMLS must have at least one photo/image that is representative of the property. Listings entered without a photo/image will be fined \$100. NOTE: All non-required entries (Non-MLS Sales, One-Party, FSBO) that do not include a picture will also be deleted. These listings may be reentered into the MLS once a photo is obtained. (Effective January 1, 2020)

**Section 1.2.3 – 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 gives 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(s) behalf in negotiations leading to the sale of the listed property.

Will be identified with an appropriate code or symbol (e.g., LR or LS) 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 1.3 - Exempted Listings:** If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and such listing shall be filed with the Service within seven (7) calendar days but not disseminated to the Participants. Filing of the listing should be accompanied by the CWMLS Exemption Form (EX-3) signed by the seller stating that he/she does not desire the listing to be disseminated by the Service. The listing contract and Exemption Form will be kept on file. \*If listing type/status changes before the end of the Office Exclusive listing contract any amendments to the listing and the original listing contract must be resent to [cwmls@cwbr.org](mailto:cwmls@cwbr.org) with a brief statement explaining that the office exclusive listing has been changed.

Note: A property may not be publicly marketed unless it is entered into the MLS for cooperation with other MLS participants. [See page 8: Clear Cooperation.](#)

**Section 1.4 - Change of Status of Listing:** Any change in listed price, sale of the property, contract expiration or extension or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be changed via Broker load with verification of that change being provided to the MLS staff within three (3) business days (excluding holidays and postal holidays) after the authorized change is received by the listing broker.

**NOTE:** Notwithstanding the limitations established in the *Code of Ethics and Arbitration Manual* or in other National Association policy, multiple listing services operated as committees of associations of REALTORS® or as separate, wholly owned subsidiaries of one or more associations of REALTORS® are authorized to remove any listing from the MLS compilation of current listings where the participant has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the participant shall be advised of the intended removal so the Participant can advise his or her client(s).  
(Adopted 11/07)

**Section 1.4.1: Disruption Status – Delayed, Temporarily Suspended or Withheld** status and procedures should be followed whenever the showing instructions for a property do not allow all CWMLS Participants the ability to cooperate in the showing of active listings. *While listings are in any Disruption Status, the property cannot be shown/previewed by any REALTOR®, including the Participant* and a DTS-1 form must be uploaded into the MLS. Violations of this rule will result in the following fines: 1<sup>st</sup> violation \$2,500 and all subsequent violations \$5,000. CWMLS reserves the ability to verify an Offer to Purchase and Showing Records.

**NOTE: The “Show Date” for any listings in the Disruption Status cannot be modified to an earlier date. If the “Show Date” needs to be extended, another DTS-1 form must be completed and filed/emailed with CWMLS. To locate all the necessary forms please see: MLS Documents inside of MLS.**

**Section 1.5 - Withdrawal of Listing Prior to Expiration:** Listings of property may be withdrawn from the CWMLS by the listing broker before the expiration date of the listing agreement, provided notice is uploaded with the MLS, 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/her exclusive relationship with the listing broker has been terminated, the CWMLS may remove the listing at the request of the seller.

**Section 1.6 - Contingencies Applicable to Listings:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

**Section 1.7 - 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. **Original Price cannot be changed unless due to entry error and CWMLS is notified within 5 days.**

**Section 1.8 - Listing Multiple Unit Properties:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the CWMLS.

**Section 1.9 - No Control of Commission Rates or Fees Charged by Participants:** The CWMLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the CWMLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants. Mandatory

**Section 1.10 – Expiration of Listings:** Listings filed with the CWMLS automatically expire 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.

If notice of renewal or extension is received more than 30 days after expiration, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and be filed with the service. *(Amended 11/01)*

**Section 1.11 - 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 1.12 – Service Area:** Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant but cannot be required by the service. *(Amended 11/17)* **(Mandatory)**

**Section 1.13 - Listings of Suspended Participants:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, 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 Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board 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 1.14 - Listings of Expelled Participants:** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, 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 shall, at the expelled 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 Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board 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 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 1.15 - 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.

#### **Section 1.16 – Property Address**

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. **(Mandatory)**

### **SELLING PROCEDURES**

**Section 2 - Showings and Negotiations:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the CWMLS 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 any representative from that office. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

**Section 2.1 - Presentation of Offers:** The listing broker must make arrangements to present the offer promptly.

**Section 2.2 - Submission of Written 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. *(Amended 11/05)*

**Section 2.3 - Right of Cooperating Broker in Presentation of Offer:** Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers.

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, as soon as practical, 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 2.4 – Right of Listing Broker in Presentation of Counteroffer:** 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 counteroffer 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 is not 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 2.5 - Reporting Sales to the MLS:** Buyer's name and status changes, including final closing of sales and sale price shall be reported to the CWMLS by the listing broker within three (3) business days after they have occurred. **I** *(Amended 5/09)*

**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. *(Amended 11/01)*

**Note 2:** If the sale price of a listed property is recorded, the reporting of the sale price is required by the MLS.

**Section 2.6- Advertising of Listing Uploaded with the MLS Filed:** A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

**Section 2.7 – Reporting Cancellation of Pending Sale:** The listing broker shall report within 3 business days to the CWMLS the cancellation of any pending sale, and the listing shall be reinstated immediately.

### **INPUT OF LISTING INFORMATION**

***Sharing MLS logins and passwords is strictly prohibited and fineable. 1<sup>st</sup> violation is \$1,000, 2<sup>nd</sup> violation is \$5,000. Office staff and agent assistants must be added to the Designated REALTOR'S MLS roster and can only access someone else's MLS profile by using Assume Identity. CWMLS will not charge a monthly fee for office staff and agent assistants.***

**ACCURACY OF DATA:** You are responsible for the accuracy of the data you report. No member will intentionally insert false or misleading data. It is the responsibility of the listing agent to proof-read the listing once office staff has entered the listing into the MLS database.

A listing agreement or property data form, when filed with the CWMLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **Listings with incorrect data can be fined \$100 and \$5/day if the participant fails to revise the incorrect data within 3 business days of notification that the listing has not been corrected, the additional \$5 per day begins the date that the original fine was due to MLS.**

**NEW LISTINGS:** A new listing contract must be secured before a listing can be entered as New. You may not withdraw a property only to reenter that same property for the purpose of getting a new MLS number and exposure as "new."

**CLASSES:** The MLS stores five different classes of properties in the MLS system: (1) Residential, (2) Land, (3) Commercial/Industrial, (4) Farm/Agriculture (5) Multi-class.

**JURISDICTION REQUIREMENT:** All residential property, 1 to 4 family, listings within the jurisdiction of CWBR must be entered into the MLS system immediately. All other classes must be filed and entered with CWMLS within thirty (30) calendar days. All other listings that are outside of the jurisdiction may be filed and entered with CWMLS at the Participants discretion, but if entered that must be done within 30 days. **NOTE:** Once the listing is entered into the MLS system, no matter the jurisdiction or class, the CWMLS rules and regulations to data entry apply.

**CALCULATING THE NUMBER OF DAYS FOR ENTRY RULES:** For CWMLS rule deadlines, Business Days and Calendar Days are used. Please note the differences below.

**HOLIDAYS** - The following holidays are not included in the count for Business days: New Year's Eve, New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas. *Other bank holidays or any other holidays not listed, are not included in the holiday exceptions.*

**CALCULATING CALENDAR DAYS:** The count begins **AFTER** the day the document was signed by the sellers. If it is a listing contract, either the Seller's Signature Date or the Effective Date of the listing (which ever date is most recent) should be used. **Weekends are included in the count.**

Items that are counted by CALENDAR DAYS:



1. Entering a new Commercial, Multi Family, Land or Farm listing into Paragon and uploading required documents– 30 Calendar Days
2. Entering/Emailing FSBO, One Party and Non-MLS sales into Paragon – 30 Calendar Days & email [CWMLS@cwbr.org](mailto:CWMLS@cwbr.org).

**CALCULATING BUSINESS DAYS:** The count begins **AFTER** the day the document was signed or the Action Occurred. Business Days is defined as Monday through Friday, 9 a.m. – 5 p.m. central time, **excluding weekends and public holidays.**

1. Correcting Incorrect Data – 3 Business Days
2. Updating Status in MLS – 3 Business Days
3. Entering Residential Listing Data into MLS – 3 Business Days
4. Entering Listing Data into MLS after Public Advertising (all classes) – A property may not be publicly marketed unless it is entered into the MLS for cooperation with other MLS participants.

[See page 8: Clear Cooperation]

**PHOTO REQUIREMENT:** All listings entered CWMLS must have at least one photo/image that is representative of the property. Listings entered with a photo/image that is not representative of the listing will be fined \$100.

NOTE: All non-required entries (Non-MLS Sales, One-Party, FSBO) that do not include a picture will also be deleted. These listings may be re-entered into the MLS once a photo is obtained. (Effective January 1, 2020)

**DISRUPTION STATUSES** – The following statuses (Delayed, Temporarily Suspended and Withheld) and procedures should be followed whenever the showing instructions for a property do not allow all CWMLS Participants the ability to cooperate in the showing of active listings. While listings are in Disrupted Status, the property cannot be shown by any REALTOR®, including the Participant. Showing or previewing a property of in any Disruption Status will result in the following fines: 1<sup>st</sup> violation \$2,500 and all subsequent violations \$5,000. CWMLS reserves the ability to verify an Offer to Purchase and Showing Records.

1. **Delayed Status:** Listings that cannot be shown for any period of time at the beginning of a listing term.  
Delayed listings **are included in the IDX feed**, disseminating listings to member and third-party websites.  
The listing will be entered into the “ACTIVE - DELAYED” status category.
  - a. The agent and seller must complete the DTS-1 form.
  - b. The first line of the REMARKS field must state the following using this wording “the property cannot be shown until SHOW DATE”
2. **Temporarily Suspended Status:** Listings that have been currently active, but for some reason must be pulled from showings during a period of more than 1 day. Listings **are included in the IDX feed**, disseminating listings to member and third-party websites. The listing will stay in the “ACTIVE – TEMP. SUSPENDED” status category.

- a. The agent and seller must complete the DTS-1 form.
  - b. The first line of the REMARKS field must state the following using this wording “the property cannot be shown until SHOW DATE”
3. **Withheld Status:** Listings that cannot be shown and **are *not* included in the IDX feed**, disseminating listings to member and third-party websites. This will not be included in the active listing status.
- a. The agent and seller must complete the DTS-1 form.
  - b. A “Show Date” must be entered into Paragon.
  - c. The show date does not need to be entered into the REMARKS section.

NOTE: The “Show Date” for any listings in the Disruption Status cannot be modified to an earlier date. If the “Show Date” needs to be extended, another DTS-1 form must be completed and filed/emailed with CWMLS.

Failing to enter the listing into Paragon correctly will result in a \$100 fine.

### **EXCLUDED LISTINGS (Listings excluded from MLS for the term of the listing)**

**OFFICE EXCLUSIVE LISTINGS:** Seller has stated in writing that they do not wish to enter their listing into the MLS. These listings *must still be filed with/emailed to CWMLS* accompanied by the completed EX-3 Exclusion form. While the listing is Office Exclusive\*, it cannot be advertised to the public in any way (i.e., Yard Signs, social media, Websites, Email Blasts, etc.). Violations of this rule will result in the following fines: 1<sup>st</sup> \$500, 2<sup>nd</sup> \$1,000, 3<sup>rd</sup> \$2,500, 4<sup>th</sup> \$5,000 with board membership review.

\*If listing type/status changes before the end of the Office Exclusive listing contract any amendments to the listing and the original listing contract must be resent to [CWMLS@CWBR.ORG](mailto:CWMLS@CWBR.ORG) with a brief statement explaining that the office exclusive listing has been changed.

**FILING LISTING CONTRACTS AND FORMS:** The following procedures shall be followed for all amendments, forms and listing contract submissions. The MLS# will no longer be required to be written on the contract itself. You will no longer have to email [contracts@cwbr.org](mailto:contracts@cwbr.org). You will upload all contracts and forms directly into the MLS [Paragon] system.

The procedure should be followed, or the document will not be considered “FILED” with the CWMLS. Using the correct procedure below, documents will be uploaded directly to the MLS [Paragon] system.

The procedures shall be as follows:

- If for any reason you are unable to upload your contract or forms. Please email the documents to [CWMLS@CWBR.org](mailto:CWMLS@CWBR.org) with the subject line: “Unable to Upload” so we can assist you with your uploading of your forms.
- If the listing is Office Exclusive and is not to be entered into CWMLS you will enter the STREET NAME (street name only, not the house number. i.e. Elm street) in the subject line and follow the rest of the directions. Example: On October 3, 2019, sellers signed an office exclusive residential listing contract for 123 Elm Street. The contract will be filed with CWMLS using this Subject Line: ElmstreetR10032019EX3 Please email [CWMLS@cwbr.org](mailto:CWMLS@cwbr.org) your form.

- Thirdly, all document submissions must have the most recent “Signature Date” cited.
- Lastly, if your contract requires you to submit an EX3 (Exclusion Form) or DTS1 (Disruption Status Form) either at the beginning of the contract or during it, upload the contract and/or amendment **along with** the EX3/DTS1 to the MLS [Paragon] system.
- You are responsible for ensuring that no blank pages are uploaded. Please check your documents to ensure accuracy and reupload if you experience problems. If blank pages are found that could result in your falling out of compliance with your listing resulting in a violation and fine.
- **All** Residential listing contracts, including Office Exclusive and Limited-Service contracts, must be uploaded to the MLS [Paragon] system immediately; along with the Limited-Service Disclosure form or the EX3/DTS1 form if appropriate. All other classes must be uploaded to the MLS [Paragon] system within 30 calendar days. All subsequent Amendments and EX-3/DTS1 forms must be uploaded to the MLS [Paragon] system within 3 calendar days.
- The EX3/DTS1 form must be uploaded to the MLS [Paragon] system with every contract that is in Disruption Status. The Limited-Service Disclosure must be uploaded to the MLS [Paragon] system with every Limited-Service contract.

**NOTE:** FSBO sales where the selling agent is entered as both the seller’s agent and the buyer’s agent must upload to the MLS [Paragon] system either the One-Party Listing or the Buyer’s Agency agreement for the listing to be entered into the MLS system.

**ONE-PARTY LISTINGS (With Listing Contract):** A “one-party” listing is a listing contract used to cover only one buyer. A One-Party Listing may be entered into Paragon after it closes. The Listing Agent may get credit for both sides of the sale if another licensee was not involved in the sale. ***It is not required that the listing or sale must be entered into Paragon but if it is entered it must follow all CWMLS rules and all Required fields must be completed accurately.***

**Entry Procedure:**

1. After closing, all Required data must be entered into the MLS system. The Selling Agent will be entered as the Listing and Selling Agent. (Unless a different agent represented the Buyer, then enter that Agent’s name and company)
2. “No” **must** be chosen for the IDX Include field. You cannot advertise a property in Wisconsin without a listing agreement in effect.
3. “Yes” must be chosen for the FSBO (One Party/BA) field in the sold MLS data section.
4. The listing contract must be filed at the time of entering the listing into the MLS system.
5. Listing must be entered into Paragon within 30 days of the closing date. Listings will not be accepted after the 30-day period.

**ONE-PARTY SALES (With Buyer Agency) FSBO:** A “one-party” sale is when the buyer is the client and is purchasing an unlisted property. A One-Party sale may be entered into Paragon after it closes. The Buyer’s Agent may get credit for both sides of the sale if another licensee was not involved in the sale. ***It is not required that the sale must be entered into Paragon but if it is entered it must follow all CWMLS rules and all Required fields must be completed accurately.***

#### Entry Procedure:

1. After closing, all Required data must be entered into the MLS system. The Selling Agent will be entered as the Listing and Selling Agent. The Listing Date will be the date the Buyer Agency was signed. Expiration Date will be the closing date.
2. “No” **must** be chosen for the IDX Include field. You cannot advertise a property in Wisconsin without a listing agreement in effect.
3. “Yes” must be chosen for the FSBO (One Party/BA) field in the sold MLS data section.
4. The Buyer’s Agency agreement must be uploaded at the time of MLS entry.
5. Listing must be entered into Paragon within 30 days of the closing date. Listings will not be accepted after the 30-day period.
- 6.

**NON-MLS SALE:** Sales when either the Listing Agent or Selling Agent are from another MLS are considered Non-MLS Sales and may be entered into CWMLS. When entering a Non-MLS Sale, the first and last page of the Offer to Purchase must be filed with CWMLS. ***It is not required for the listing to be entered into Paragon but if it is entered it must follow all CWMLS rules and all Required fields must be completed accurately.***

#### Entry Procedure when Non-MLS Agent is the *Listing Agent*:

1. After Closing, all Required data must be entered into the MLS system. The Listing Agent should be entered as the same agent listed as the Selling Agent. Expiration Date should be the date of Closing.
2. IDX must be marked as “NO”.
3. Listing must be entered into Paragon within 30 days of the closing date. Listings will not be accepted after the 30-day period.

#### Entry Procedure when Non-MLS Agent is the *Selling Agent*:

1. When entering the sold data of a listing enter Agent Non-MLS as the name as the Selling Agent.

**LATE ENTRY:** If the entry for the new listing has not been put in the system within the time frame (3 business days) the effective date should be changed and initialed by the seller. A fine will be issued and recorded for the first offense from that Participant’s office and fined \$100.00 (per listing) for any time after that with a \$5/day fine applied if the listing has not been entered after the preliminary warning letter or \$100 fine has been assessed. This will be on an annual basis, January 1<sup>st</sup> through December 31<sup>st</sup>. The MLS number must be written on the contract for all listings that are faxed to CWMLS. All new listings are broker load. There is a \$100.00 charge for the CWMLS staff to enter a new listing.

**NOTE: Filing Listings of Properties That Cannot Be Shown:** If the seller has directed, in writing, that the property cannot be shown, the signed listing contract and either the DTS-1 or EX3 form must be filed with the MLS office within seven (7) calendar days. The MLS office will keep the form until the listing contract has expired or has been entered into the MLS system. Any and all agents may call the MLS office to see how long that particular property will be excluded.

**LISTING INPUT SHEETS:** For every property that is to be entered into the MLS system, you *may* complete a Listing Input Sheet. Profile sheets for each class can be downloaded from Paragon >MLS Documents.

**AGENT DATA ENTRY:** Unless the broker has given specific permission, agents may only enter listings into the MLS as a Partial Listing. Only broker approved staff can change a Partial Listing to an Active Listing.

**BROKER LOAD:** Listing entry and changes to listings are broker load. Meaning that member offices must enter their own listings into the MLS.

**NON-BROKER LOAD LISTINGS:** If your office does not have access to the MLS system, submit your completed profile sheet along with a copy of the listing contract to the MLS office. [There is a three-day limit for resubmitting profile sheets that have been returned to broker offices because of incomplete information.] Initial listings and any changes must be in writing and will not be accepted over the phone. The cost of inputting a listing is \$100.00 if loaded by the MLS. These charges are invoiced monthly to the Participant.

**TOTAL SQUARE FOOTAGE SOURCE:** The Total Square Footage Source must be entered. Total square footage is automatically calculated using Above Grade Finished Square Feet and Below Grade Finished Square Feet. The calculation data for Total Square Footage must be obtained from either the Seller, Assessor, Appraisal, Blueprints, Agent Measured or a combination of these choices.

**OWNERSHIP INTEREST:** Ownership interest of a member broker or an affiliated licensee in a property submitted to CWMLS shall be shown on the listing report, to comply with CWMLS Rules and Regulations. The words “broker owner” or “salesperson owned” must be entered in the Remarks section of the MLS system.

**TYPE:** The property must be entered as the type that it is when listed. A property cannot be listed under a type that “it could be”. If construction has not yet begun, the Type must be entered as Proposed Construction. A property that currently is a duplex cannot be listed as a single-family type until it is a single-family property.

**PHOTOS/VIRTUAL TOURS:**

You can upload one (1) primary (typically the front exterior of the property), and as many as fifty-nine (59) additional photos in Paragon. If you would like the MLS to upload your photo for you, you can email it to the MLS office to be uploaded for a fee of \$20 per listing.

**PHOTO OWNERSHIP:** All photos belong to the person that took the photos or are contractually owned otherwise. New listing offices will need to take new photos for listings previously held at another office.

*Agents cannot use photos from a listing that was previously held at another office without the prior agent's written consent.*

**PROHIBITED MARKETING:** It is prohibited to have business cards, agent's photos, company logos, company branded colors or any advertising media in photos and/or the virtual tour section of a listing entered into the database. This includes company “Watermarking” of photos and videos. Virtual tours must link to the tour of the property and not the office website. Photos violating this rule will be removed from the CWMLS database without notice and fined \$100. Only text allowed on a photo is a disclaimer such as; ‘digitally modified for staging.’

**REMARKS/ADDITIONAL REMARKS:** The “Remarks” and “Additional Remarks” sections are reserved for information describing the property only. Agent name, phone number, and websites are prohibited in these sections. The “Agent to Agent Remarks” section can be used for further information or communication with other brokers or agents. Prohibited marketing in the Remarks and Additional Remarks section will be removed

from the CWMLS database without notice and fined \$100.

## **CHANGES TO LISTING INFORMATION INCLUDING STATUS UPDATES**

**CHANGES TO BE FILED WITH CWMLS:** Participants should make changes directly to their listings by using the MLS Listings/Maintain option in the MLS system. Amendments must be filed with CWMLS for all price, status and/or expiration date changes.

**STATUS:** The status of a listing entered into the MLS database must be updated within three (3) business days of the status change. Once an offer is accepted, the status must be changed within three (3) business days of acceptance of the Offer to Purchase. Sold status must be entered within three (3) business days of the final closing date. If the entry for status changes, sales or sale price has not been entered within three (3) business days a fine will be issued and recorded for the first offence and fined \$100 per listing for any time after that and removed from the MLS. This will be on an annual basis, January 1<sup>st</sup> through December 31<sup>st</sup>.

**NOTE: Disruption Status:** If a seller states in writing on the CWMLS Exclusion Form (EX-3) or Delay/Temporarily Suspended (DTS-1) that they do not want their property shown for a period of time during the time that they have an active listing contract with the Participant, due to an issue that arises while the property is active (i.e. renovations, carpet cleaning) the property must be entered/changed to either Delayed, Temporarily Suspended or Withheld status. When a property is shown as one of the disruption statuses, the property cannot be shown by any REALTOR®, including the Participant. If placed in Disruption status, the date the listing will be available for showings must be entered in the “Show Date” field.

**NOTE:** Notwithstanding the limitations established in the *Code of Ethics and Arbitration Manual* or in other National Association policy, multiple listing services operated as committees of associations of REALTORS® or as separate, wholly owned subsidiaries of one or more associations of REALTORS® are authorized to remove any listing from the MLS compilation of current listings where the participant has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the participant shall be advised of the intended removal so the Participant can advise his or her client(s). (*Adopted 11/07*)

**BUYER’S NAME:** The Buyer’s last name, as shown on the transfer document that is registered with the Register of Deeds, must be entered in the Sold data for all listings entered into the MLS database. If the name is not entered as shown on the transfer deed, a fine will be issued.

**AGENT PURCHASED:** For co-broke sales where an agent acts on their own behalf in purchasing an MLS listed property, the sale-side of the transaction shall be recorded under the Selling office. If another agent in his/her firm represents the agent/buyer, the sale-side of the transaction shall be recorded under the firm representing the buyer.

## **FINISHED SQUARE FOOTAGE/BEDROOM/BATHS**

It is important that REALTORS® be consistent in measuring the finished square footage of homes. Therefore, the following guidelines are provided to aid you in completing the square footage questions on the property profile sheets. **It is important that these guidelines be adhered to as the data you provide is used by other REALTORS® and Appraisers who need and expect correct and consistent information. Listings need to be represented in a correct and professional manner.**

### **ABOVE GRADE FINISHED SQUARE FOOTAGE**

Include the finished area, which is on those levels, which are completely (100%) above grade. A level is considered to be above grade **ONLY IF THE ENTIRE LEVEL IS ABOVE GRADE.** (Note: For MLS purposes, grade and ground level are the same.) A walk-out basement or lower level with one or more sides partially below grade (or ground) cannot be counted as above grade finished area even if one or more walls are 100% above the ground.

**Note: When measuring the upper level or second floor of a 1 & 1/2 story or Cape Cod type house, do not include floor area under ceilings or beyond walls, which are less than five feet in height.**

### **BELOW GRADE FINISHED SQUARE FOOTAGE**

This pertains to bi-levels, tri-levels, multi-levels, or ranches and two-story houses with partial basement exposure. Include the area of only those finished rooms. Remember, a room is below grade if any part of the level it is on is below grade (ground). Walkouts and exposed basements should be included as **BELOW GRADE FINISHED SQUARE FOOTAGE.**

### **TOTAL FINISHED SQUARE FOOTAGE**

Finished total square footage should equal the total of the above two areas.

**Note: To be considered finished square footage within a lower level, the space must be heated, have finished walls, a finished ceiling (no exposed floor joists), and have a finished floor (decorative finishes are ok, like stained concrete). If one of these four components is missing, the space can still be counted as partially finished, but disclosure of the missing component must be included in MLS remarks.**

### **GUIDELINES FOR REPORTING SQUARE FOOTAGE:**

- Measurements should be taken from the exterior of the house.
- Square footage should include heated, finished areas only.
- Enclosed porches, breezeways, etc. should NOT be included in the Total FINISHED Square Footage, Above Grade FINISHED Square Footage or Below Grade FINISHED Square Footage unless they are permanently heated (space heaters do not count) and finished. The room description, level and size should be added to the Rooms section in the MLS database. If the room is not permanently heated and finished it must be considered Above or Below Grade UNFINISHED Square Footage and cannot be shown in the Rooms section in the MLS database or counted toward the Total FINISHED Square Footage.
- Square footage should only include the area where ceiling height is a minimum of 5' (1.5 story or A-frame house, for instance). Any part of the upper level with a ceiling height of less than 5' should NOT be included in the square footage.



- Lower levels of bi-level, split level or walkouts should NOT be included as Above Grade Sq. Ft., they should be listed in Below Grade Sq. Ft.
- Below Grade Sq. Ft. should include only areas that are finished in a style similar to the rest of the property and is *below grade*. If the area is not finished or heated, do NOT include it in the Finished Sq. Ft. field. It should be entered into the Below Grade UNFINISHED Sq. Ft. field.

**ABOVE/BELOW GRADE GUIDELINES:** 100% of the floor level must be Above Grade for any of that level to be Above Grade. NOTE: If property includes additional living space (garage apartment, guesthouse, cabin, etc.) please note Above/Below Grade Square Footage in the listing remarks.

**TWO STORY HOUSE:** The 1<sup>st</sup> floor and the 2<sup>nd</sup> floor are Above Grade Finished Sq. Ft. and finished rooms in the basement are Below Grade Finished Sq. Ft.

**BI-LEVEL:** A split level type house with two levels of living area. The upper level and foyer/entry is Above Grade (Main Level) and the lower level and area under the foyer/entry is Below Grade.

**TRI-LEVEL:** A split level type house with three levels of living area. Upper level (with basement under), Main Level (with crawl space or slab under) and Basement.

**QUAD-LEVEL:** A split level type house with four levels of living area. Upper level (with basement under), main level (with full height basement under) and Basement.

**FINISHED:** ANSI (American National Standards Institute) classifies “finished” as an enclosed area in a house that is suitable for year-round use, embodying walls, floors and ceilings that are similar to the rest of the house.

**BEDROOM:** In order for a room to be classified as a bedroom, it must be Finished and have a second exit within the room (such as an egress window that is accessible for a person to exit out of).

**FULL BATH:** A full bath has a minimum of three (3) fixtures a sink, toilet, and either a bathtub or a shower.

**HALF BATH:** A half bath has only two (2) of the following fixtures: a toilet, sink, bath or shower.

### **CWMLS FIELD DEFINITIONS (Residential data form)**

**# FIREPLACES:** How many fireplaces are in the entire property?

**# FULL BATHS:** A full bath includes a toilet, sink and at least a shower (does not have to have a bathtub).

**# HALF BATHS:** A half bath has only 2 of the following: Toilet, sink, shower, bathtub.

**# UNITS IN ASSOCIATION:** Condo Only. Enter the number of units in the condo association.

**ABOVE GRADE FIN SQ FT:** Finished Square Feet above the earth line. Includes *main floor* and any levels above.

**ABOVE GROUND FINISHED SQUARE FEET (RANGE):** Range in which the above ground finished square feet fit into. (Includes all levels above ground).

**ACREAGE:** Total acreage of subject property. Check with assessment records for this amount. If you have lot dimensions, use the Acreage Calculator found in MLS Documents > Acreage Calculator.

**ADDRESS:** If you cannot pull up the Street Name, contact the CWMLS office to get it added for you.

**AGE (RANGE FIELD):** Range in which the age of the subject property fits into.

**AGE:** This auto calculates from the year entered in Year Built.

**AGENT TO AGENT REMARKS:** Information that is to be relayed only from agent to agent and not disseminated to the public. NOTE: You may need to customize your view in order to see this field.

**AGENT:** Licensed Real Estate Agent. Can add up to 3 listing agents on Paragon.

**AREA:** Pick the applicable area the PROPERTY is located in.

**ARM'S LENGTH TRANSACTION:** Is a transaction in which the buyers and sellers act independently and do not have any relationship to each other.

**AUCTION:** If the property is for sale by auction choose Yes. If yes is chosen, "\$0" can be entered as the asking price.

**BASEMENT:** Choose whether there is a basement or not.

**BEDROOMS:** How many bedrooms are in the property?

**BELOW GRADE FIN SQ FT:** Finished Square Feet below the earth line.

**BELOW GRADE UNFINISHED SQ FT:** Unfinished Square Feet below the earth line.

**BUSINESS DAY:** A business day is a popular unit of time measure that typically refers **to any day in which normal business operations are conducted.** In Western countries, this is generally considered to be Monday through Friday from 9 a.m. to 5 p.m. local time and excludes weekends and public holidays.

**CITY:** Mailing address of the subject property.

**CONFIDENTIAL:** Confidential information can be entered here.

**COUNTY:** County subject property is located in. Shown on tax records.

**DIRECTIONS:** Driving directions to the property. If directions do not fit into the field enter “SEE ADDITIONAL REMARKS” in the field and enter directions in Additional Remarks field.

**ELECTRONIC CONSENT:** Has the seller ELECTRONICALLY consented to electronic consent.

**EX-3:** Was an EX-3 form filed with CWMLS to have the listing be an office exclusive.

**EXA:** Exclusive Agency Contract – This gives the property owner the right to also sell their property on their own.

**EXC:** Exception to the Contract – Are there named exceptions to the listing contract.

**EXPIRATION DATE:** When the listing reaches the expiration date listed, Paragon will automatically label the listing as Expired.

**EXCLUSION (UNDE REMARKS SECTION):** What items in the property are not included in the sale.

**FC:** Is this a foreclosure or REO? If so, choose Yes.

**GARAGE CAPACITY:** How many cars fit into the garage?

**GARAGE SIZE:** Dimension of the garage

**GARAGE TYPE:** Choose the type of garage, whether it be Attached, Detached, Drive Under, Carport, None, Heated, etc.

**HEAT COST:** Found on utility bills.

**HOME WARRANTY INCLUDED:** A service contract between parties (typically a homeowner and a home warranty company) that covers the costs of repairs and/or replacements to major components in the home. Choose Yes or No.

**IDX INCLUDE:** Internet Data Exchange – Determine if the listing should be disseminated to member websites including REALTOR.com and other MLS approved 3<sup>rd</sup> party websites.

**LAKE NAME:** Enter the name of the lake that the subject property includes. If the name of the lake is not in the drop-down list, contact CWMLS. The body of water must be navigable for the name to be entered into Paragon.

**LEASE PRICE:** Asking lease price for a property for lease.

**LIMITED SERVICE:** Is this listing from a Limited-Service Broker. If “yes” **Seller’s Info** should be filled out.

**LISTING DATE:** The Term of The Contract beginning date.

**LISTING IS PRIMARY IN:** Choose the association that the listing is primarily in. 99% of the time this will be Central.


**LISTING OFFICE:** Listing office’s name.

**LOT SIZE:** Enter the size of the Lot. Check assessment, plat maps, GIS mapping or tax records.


**MAIN:** Total Square Feet on the ground floor.

**MLS#:** Assigned by computer after listing is entered.

**MULTIPLE LISTING AND MULTIPLE LISTING MLS:** If you input a listing with a property address that matches another Active listing, you will see the following message. (MLS # will match whatever property has the same address that is active).

|   |     |                                 |
|---|-----|---------------------------------|
|  An Active Listing(s) has been found with the same address: MLS# 22-████████. Fill in the Multiple Listing field. If Multiple Listing = Yes, provide Multiple Listing MLS # of other listing. | 106 | <input type="checkbox"/> Accept |
|---|-----|---------------------------------|

If intentional, you'll see a Multiple Listing field, you'll select Yes and then be asked for the Multiple Listing MLS #, once filled in, hit Accept on the warning and save the listing.

|  |             |
|--|-------------|
| Multiple Listing   | Yes ▾       |
| Multiple Listing MLS #  | 22-████████ |

**NEW CONSTRUCTION:** Is this property new construction, yes or no?

**NON-ARMS LENGTH TRANSACTION:** Is where there is an existing relationship between the buyer and the seller.

**OCCUPIED BY:** Choose the party the property is occupied by, either Seller, Renter, Vacant... Does not have to be the seller’s name.

**PENDING:** Is there an offer on the property.

**PRICE:** Asking price of subject property.

**REMARKS/ADDITIONAL REMARKS/ADDENDUM:** Spill your guts about the subject property and tell everyone how wonderful it is.

**SALE/RENT:** Choose whether subject property is for sale or lease.

**SEWER/WATER:** Choose whether there is Private, Public or None, sewer and water services on the property.

**SHOWING TIME INSTRUCTIONS:** Enter the showing instructions for the property that will be used by agents using the Showing Time scheduling feature.

**SS:** Short Sale. You probably won't know if it is a short sale when you list but if it closes as a short sale you must change this to "Yes".

**STATE:** State subject property is located in.

**STATUS:** Choose the correct status for the listing, Active, Back on Market-Relist, Back on Market-Fall Thru, Active-With Offer, Active-Bump, Active-Delayed, Active-Temp. Suspended, Sold, Pending-No Show, Expired, Withdrawn, Withheld, or Leased/Rented.

**STYLE:** Style of subject property. Check out Home Style in MLS Documents for more information.

**SUBDIVISION NAME:** Usually, can be found on tax records.

**TAX AMOUNT:** Property tax amount.

**TAX PIN:** This is the number given to the property, found on tax records. See MLS Docs>PIN Instructions for help.

**TAX YEAR:** Year of the tax amount stated in TAX AMOUNT.

**TITLE EVIDENCE:** Choose whether there is an abstract or title policy for the property.

**TOTAL FINISHED SQ FT:** Sum total of Below Finished Sq Ft and Above Finished Sq Ft. This field is auto calculated.

**TOTAL FINISHED SQFT (RANGE):** Range in which the total of finished Above Ground and Below Ground square footage fit into. This field is auto calculated.

**TOTAL SQ FT SOURCE:** Choose the sources used to obtain the amount entered for Total Finished Square Footage. Multiple choices can be entered.

**TYPE:** Choose which type is correct for the listing, Cooperative, Condo, Proposed Construction, Recreational, Rural, Single Family, or Zero Lot Line.

**VALIDATE MAP:** Click Validate Map so that the listing will show properly on the Paragon Map.

**VIRTUAL TOUR:** Enter the URL for the virtual tour here for it to populate to IDX feeds.

**VOW INCLUDED, VOW ADDRESS, VOW COMMENT AND VOW AVM:** VOW is a member office that works only online with clients. Choose whether you want to include listing in feeds sent to member Virtual Office Websites.

**WATERFRONT FOOTAGE:** How much water frontage does the property have. Check with tax records and assessment for this total.

**WATERFRONT TYPE:** Choose which type of waterfront that is on the property, Deeded Access-No Frontage, Direct Access-Frontage Not Owned, Flowage, Lake, Pond, Private Pond, River, Stream/Creek, Waterview-No Frontage, or None.

**WATERFRONT:** Is there water included on the subject property. This image is an example of Direct Access-Frontage Not Owned, Waterfront - Yes:



**YEAR BUILT:** Year the home was built. If not on file with the assessor enter “9999”.

**YEAR BUILT SOURCE:** Where did you source the information for the year-built field?

**YEARLY ASSOCIATION FEES:** Condo Only. Enter the amount of association fees that are owed annually.

**ZIP:** Zip code of subject property. If unsure, check with the post office.

## **NAR LAWSUIT OVERVIEW & NEW CITATIONS**

### **Why did NAR enter into this settlement?**

From the beginning of this litigation, NAR had two goals:

- Secure a release of liability for as many of our members, associations, and MLSs as we could; and
- Preserve the choices consumers have regarding real estate services and compensation.

This proposed settlement achieves both of those goals and provides a path for us to move forward and continue our work to preserve, protect, and advance the right to real property for all.

### **What are the key terms of the agreement?**

- **Release of liability:** The agreement would release NAR, over one million NAR members, all state/territorial and local REALTOR® associations, all REALTOR® MLSs, and all brokerages with an NAR member as principal whose residential transaction volume in 2022 was \$2 billion or below from liability for the types of claims brought in these cases on behalf of home sellers related to broker commissions.
  - NAR fought to include all members in the release and was able to ensure more than one million members are included.
  - Despite NAR's efforts, agents affiliated with HomeServices of America and its related companies—the last corporate defendant still litigating the Sitzer-Burnett case—are not released under the settlement, nor are employees of the remaining corporate defendants named in the cases covered by this settlement.
  - The agreement provides a mechanism for nearly all brokerage entities that had a residential transaction volume in 2022 that exceeded \$2 billion, and MLSs not wholly owned by REALTOR® associations to obtain releases efficiently if they choose to use it. Individual members and all brokerages with an NAR member as principal whose residential transaction volume in 2022 was \$2 billion or below are released by the agreement and not required to opt in.
- **Compensation offers moved off MLS:** NAR has agreed to put in place a new rule prohibiting offers of compensation on an MLS. Offers of compensation could continue to be an option consumers can pursue off-MLS through negotiation and consultation with real estate professionals. And sellers can offer buyer concessions on an MLS (for example—concessions for buyer closing costs). This change will go into effect August 17, 2024.
- **Written agreements for MLS Participants acting for buyers:** While NAR has been advocating for the use of written agreements for years, in this settlement we have agreed to require MLS Participants working with buyers to enter into written agreements with their buyers before touring a home. This change will go into effect August 17, 2024.



- **Settlement payment:** NAR would pay \$418 million over approximately four years. This is a substantial sum, and it will be incumbent on NAR to use our remaining resources in the most effective way possible to continue delivering on our core mission. NAR will not change membership dues for 2024 or 2025 because of this payment.
- **NAR continues to deny any wrongdoing:** NAR has long maintained—and we continue to believe—that cooperative compensation and NAR’s current policies are good things that benefit buyers and sellers. They promote access to property ownership, particularly for lower- and middle-income buyers who can have a difficult-enough time saving for a down payment. With this settlement, NAR is confident it and its members can still achieve all those goals.

**What MLS policies have changed?**



- Eliminate and prohibit any requirement of offers of compensation on an MLS between listing brokers or sellers to buyer brokers or other buyer representatives.
- Retain, and define, "cooperation" for MLS Participation.
- Eliminate and prohibit MLS Participants, Subscribers, and sellers from making any offers of compensation on an MLS to buyer brokers or other buyer representatives.
- Require an MLS to eliminate all broker compensation fields and compensation information on an MLS.
- Require an MLS to not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator’s website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.
- Prohibit the use of MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers or other buyer representatives. Such use must result with an MLS terminating the Participant’s access to any MLS data and data feeds.
- Reinforce that MLS Participants and Subscribers must not, and MLSs must not enable the ability to 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.
- Require compensation disclosures to sellers, and prospective sellers and buyers.
- Require MLS Participants working with a buyer to enter into a written agreement with the buyer prior to touring a home.


**To adhere to the new MLS Policy changes governed by the NAR Lawsuit.**


**CWMLS had adopted the following new citations policies:**

1. **Listing Contracts are prohibited from being uploaded to any other document type in the MLS system other than document type labeled - ‘Listing Contract’.** Failure to adhere to this policy will result in a \$1,000 fine.

Note: There are several alerts setup in the MLS system to ensure that you check that you are uploading your files to the correct document type. **Do Not check the Public box**, leave it bla 30, new citation #1nk

|   |   |     |                                 |
|---|---|-----|---------------------------------|
|  | I have reviewed all documents associated with this listing to verify they have the correct Associated Document Type.        | 270 | <input type="checkbox"/> Accept |
|  | Please review your Listing Contract document that it has the Listing Contract Associated Document Type and it's NOT Public. | 275 | <input type="checkbox"/> Accept |

Description  Listing Contract

Document Type  LC-Listing Contract ▼

Visibility level: Note the selected Document Type will only be visible by the List Agent, Broker, and MLS Staff.

**Public**

as shown below.

2. **Commission is prohibited in the MLS system.** Commission amounts, percentages, or any communication of compensation is not allowed in the MLS system (that includes documents (excluding listing contract), remarks, pictures, coded messages, showing services.). Every listing will be audited to ensure compliance. If you are not in compliance with this rule, you will be subjected to a \$1,000 fine.
3. **Buyer Agency, Pre Agency Showing Agreement or Disclosure to Customer will be collected upon request.** You will be required to submit your Buyer Agency, Pre Agency Showing Agreement or Disclosure to Customer within 3 business days of being notified by CWMLS.

Failure to submit your Buyer Agency, Pre Agency Showing Agreement or Disclosure to Customer within 3 business days will result in a \$1,000 fine and suspension of MLS access until the agreement is submitted. The agreement must be executed BEFORE the property is toured and agreement MUST legible. Failure to comply with this will result in suspension of service and \$1,000 fine.

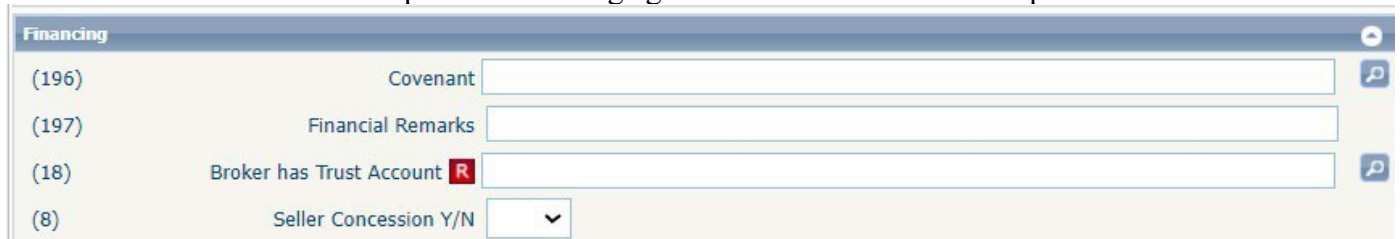
4. **IDX Feed Modifications.** You are not permitted to use the CWMLS IDX feed to communicate compensation/commission. If you are not in compliance with this rule, you will be subject to a \$1,000 fine.
5. **Showing Service Provider Communication for Commission.** You are not permitted to use the CWMLS showing service "Showing Time" as a vehicle to communicate compensation or commission. No comments or remarks are allowed to communicate compensation or commission. If you are not in compliance with this rule, you will be subject to a \$1,000 fine and 30-day suspension from using the service.
6. **CWBR/CWMLS Facebook Provided Pages for Commission.** You are not permitted to use the CWMLS/CWBR Facebook pages to communicate compensation or commission. If you use the CWBR/CWMLS Facebook page to communicate commission, you will be removed from the page permanently and a fine of \$1,000 will be issued.

### New Field in accordance with the Lawsuit:

In the residential listing entry screen one new field is available under Financing.

- Seller Concession Y/N

Note: This field is not to be used to communicate commission. This field is intended to communicate concessions as a part of the listing agreement. This field is not required.



| Financing |  |
|-----------|--|
| (196)     | Covenant <input type="text"/>  |
| (197)     | Financial Remarks <input type="text"/>   |
| (18)      | Broker has Trust Account <span style="color: red;">R</span> <input type="text"/> |
| (8)       | Seller Concession Y/N <input type="button" value="v"/>                           |

To learn more about the lawsuit please visit: [FACTS.REALTOR](https://FACTS.REALTOR)

You can also access all the legal documents regarding the lawsuit in our MLS system. To access the documents, go to: [MLS Documents](#)> [NAR Lawsuit](#)

*NAR Certification: January 17, 2022*

*CWMLS Rules and Regulations Revised  
August 16, 2024*