

Central Wisconsin Multiple Listing Service
925 S Park View Circle
Mosinee, WI 54455

Office Telephone: 715-693-6579
Fax Number: 715-693-7326
cwmls@cwbr.org



Handbook

**Bylaws
Policies and Procedures
Operating Guidelines**

Online CWMLS Paragon Access: www.cwbr.paragonrels.com

Additional MLS information and forms are on the CWBR website under CWMLS: www.cwbr.org

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Introduction to Handbook

A. Purpose

The purpose of this Handbook is to provide guidelines for professional and effective use of the MLS system.

B. Compliance

For maximum benefit to all Participants and subscribers, everyone will be expected to abide by all rules, regulations, and instructions at all times. The MLS Committee will institute compliance procedures from time to time as needed.

C. Input

Your comments, criticism, and suggestions are encouraged at all times. This is your book, for your system, and we want it to be as useful as possible. No matter how large or small the item, if you think it will be helpful in any way, please write or call the CWMLS office.

D. Who Should Have

Every person or department in a Participant office (broker, salesperson, administration, office staff, closing department, etc.) should have a copy of the CWMLS Handbook and keep it up to date with the revised sheets that will be issued from time to time. Additional copies in PDF format can be requested from the CWMLS office at any time and found under CWMLS at www.cwbr.org and on Paragon under MLS Documents.

CWMLS Corporation

I. Ownership

The Central Wisconsin MLS Corporation is a wholly owned subsidiary of Central Wisconsin Board of REALTORS®.

II. Purpose

The CWMLS 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 information is accumulated and disseminated to enable authorized Participants to prepare appraisals and other valuations of real property; by which Participants engaging in real estate appraisal contribute to the common databases; and is a facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public. **Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease).**

The Multiple Listing Service shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, CWMLS shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants or between participants and non-participants. The compensation, if any, offered by a listing broker to a cooperating broker representing a perspective purchaser in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.

Multiple Listing Service (MLS) Defined

A multiple listing service is:

- a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public
- 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 non-agency capacities defined by law)
- a means of enhancing cooperation among participants
- a means 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
- a means by which participants engaging in real estate appraisal contribute to common databases (*Revised 11/04*)

Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease). (*Revised 11/94*)

While offers of compensation made by listing brokers to cooperating brokers through MLS are unconditional, a listing broker's obligation to compensate a cooperating broker who was the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (*Revised 11/98*)

Definition of MLS Participant

Where the term Realtor® is used in this explanation of policy in connection with the word member or the word participant, it shall be construed to mean the Realtor® principal or principals, of this or any other association, or a firm comprised of Realtor® principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are Realtor® members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and offer or accept cooperation and 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 uses are prohibited. (*Amended 11/08*)

Mere possession of a broker's license is not sufficient to qualify for MLS 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 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 ongoing basis during the operation of the participant’s real estate business. The “actively” requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law. *(Adopted 11/08)*

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 an MLS to deny participation to a participant or potential participant that operates a “Virtual Office Website” (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. An MLS 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 MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants. *(Adopted 11/08)*

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. Additionally, the foregoing does not prohibit association multiple listing services, at their discretion, from categorizing non-principal brokers, sales licensees, licensed and certified appraisers and others affiliated with the MLS members or participants as users or subscribers and, holding such individuals personally subject to the rules and regulations and any other governing provisions of the MLS and to discipline for violations thereof. MLSs may, as a matter of local determination, limit participatory rights to individual principal brokers, or to their firms, and to licensed or certified appraisers, who maintain an office or Internet presence from which they are available to represent real estate sellers, buyers, lessors or lessees or from which they provide appraisal services. *(Amended 5/02)*

Where the terms subscriber or user are used in connection with a multiple listing service owned or operated by an association of Realtors®, they refer to non-principal brokers, sales licensees, and licensed and certified real estate appraisers affiliated with an MLS participant and may, as a matter of local option, also include a participant’s affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of an MLS participant or the participant’s licensed designee. If such access is available to unlicensed or uncertified individuals, their access is subject to the rules and regulations, the payment of applicable fees and charges (if any), and the limitations and restrictions of state law. None of the foregoing shall diminish the participant’s ultimate responsibility for ensuring compliance with the rules and regulations of the MLS by all individuals affiliated with the participant. *(Adopted 4/92)*

Board of Choice: Under the Board of Choice policy, MLS participatory rights shall be available to any Realtor® (principal) or any firm comprised of Realtors® (principals) irrespective of where they hold primary membership subject only to their agreement to abide by any MLS rules or regulations; agreement to arbitrate disputes with other participants; and payment of any MLS dues, fees, and charges. Participatory rights granted under Board of Choice do not confer voting privileges or eligibility for office as an MLS committee member, officer, or director, except as granted at the discretion of the local board and/or MLS. *(Amended 5/97)*

The universal access to services component of Board of Choice is to be interpreted as requiring that MLS participatory rights be available to Realtor® principals, or to firms comprised of Realtor® principals, irrespective of where primary or secondary membership is held.

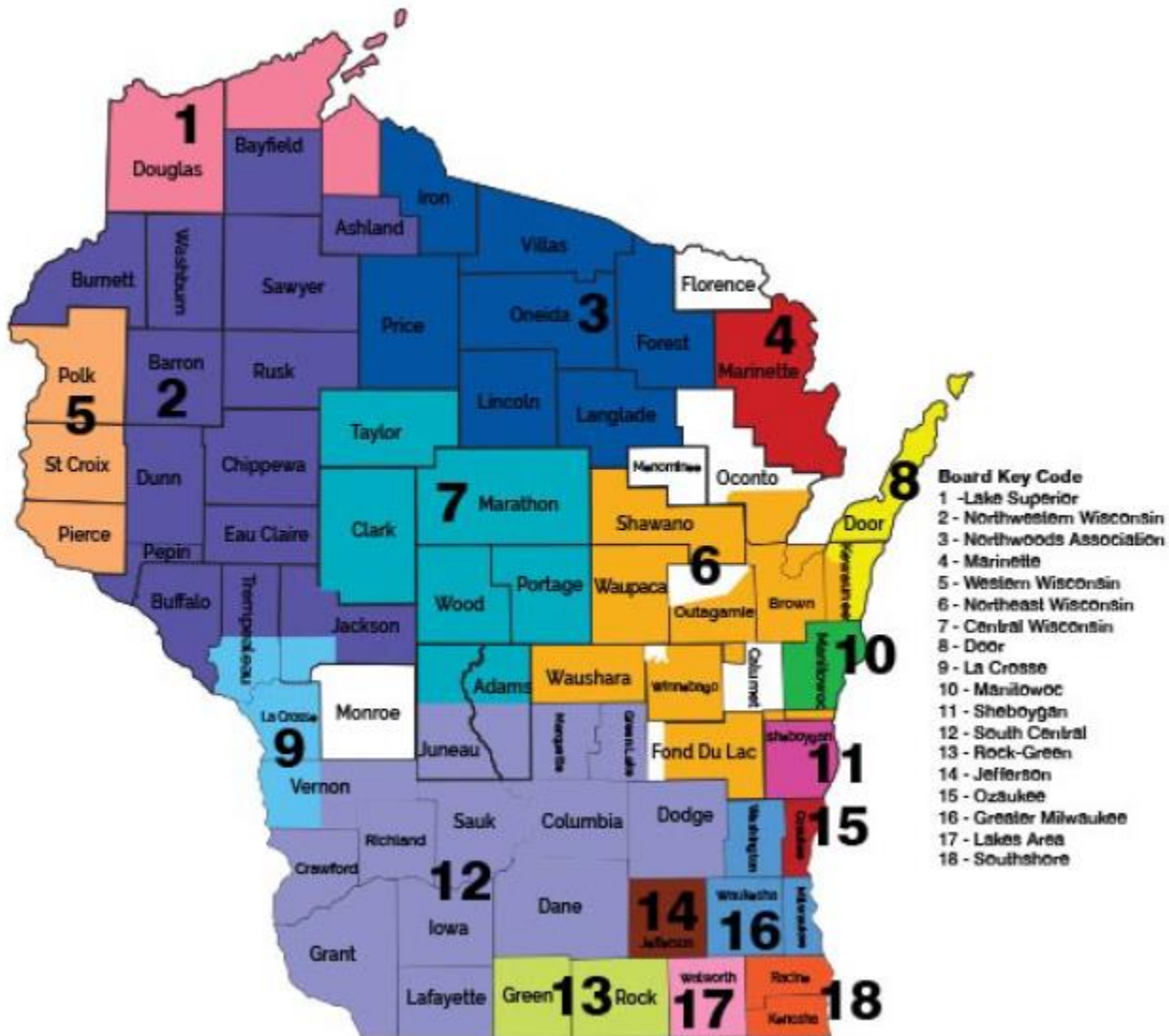
The MLS may charge participants and subscribers not holding primary or secondary membership in a REALTOR® association that owns the MLS a different amount than charged to members of the association, provided that such charge is reasonably related to the actual costs of serving those members.

None of the foregoing shall be construed as requiring an association to grant MLS participatory rights, under Board of Choice, where such rights have been previously terminated by action of that association's board of directors. (Adopted 11/95)

JURISDICTION

JURISDICTION OF ASSOCIATION MULTIPLE LISTING SERVICES: The service area of multiple listing services owned and operated by associations of REALTORS® is not limited to the jurisdiction of the parent association(s) of REALTORS®. Rather, associations are encouraged to establish multiple listing services that encompass natural market areas and to periodically reexamine such boundaries to ensure that they encompass the relevant market area. While associations are encouraged to work cooperatively to establish market area multiple listing services, the absence of such an agreement shall not preclude any association from establishing and maintaining a multiple listing service whose territory service area exceeds that of the parent association(s) jurisdiction. MLSs may **not**, require other offices of a firm to participate in the MLS if any office of that firm participates in that MLS. (Revised 5/02)

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.



Rules & Regulations of the Central Wisconsin Multiple Listing Service

LISTING PROCEDURES

Section 1 - Listing Procedures: 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 within 7 calendar days and entered into the MLS system 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.

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 submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a property data form may be required as approved by the 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 submit the agreement to the 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 is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.
- The **exclusive right to sell** listing is the conventional form of listing submitted to the CWMLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects 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.**

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 entered into CWMLS. Confidential information may be redacted from the submitted documents. Documents at no time will be shared with the public and are for CWMLS transactional bookkeeping only. Requested documents must be submitted 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. One Annual warning will be issued for the first offence after that, the fine will be issued. 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)

Section 1.2.2 - Clear Cooperation: Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. **(Effective February 1, 2020)**

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.

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 counter-offers.
- 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 contracts@cwbr.org with a brief statement explaining that the office exclusive listing has been changed.

Note: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See 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.* Violations of this rule will result in the following fines: 1st 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.

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 filed with the Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his/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.

Section 1.10 – Expiration of Listings: Listings filed with the CWMLS automatically expires on the dates specified in the agreement, unless renewed by the listing broker and notice of renewal or extension is filed with the Service prior to expiration.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and 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 (or will not) be accepted if submitted voluntarily by a participant but cannot be required by the service. *(Amended 11/17) M*

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

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. **M**

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 as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

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 counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

(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 Counter-Offer: The listing broker or his representative has the right to participate in the presentation of any counter-offer 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 not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5 - Reporting Sales to the Service: 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. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. *(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: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

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

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

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes

(including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation

challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

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

Section 2.6 - Reporting of Pending Sale: Pended listings shall not be submitted to the MLS unless contractually requested by the client.

Section 2.7- Advertising of Listing Filed with the Service: A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

Section 2.8 – Reporting Cancellation of Pending Sale: The listing broker shall report immediately to the CWMLS the cancellation of any pending sale, and the listing shall be reinstated immediately.

REFUSAL TO SELL

Section 3 - Refusal to Sell: If the seller of any listed property filed with the CWMLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

PROHIBITIONS

Section 4 - Information for Participants Only: Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker.

Section 4.1 - "For Sale" Signs: Only the "For Sale" sign of the listing broker may be placed on a property.

Section 4.2 - "Sold" Signs: Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 4.3 - Solicitation of Listing Filed with the Service: Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS Code of Ethics, its Standards of Practice, and its case interpretations.

Section 4.4 - Use of the Terms MLS and Multiple Listing Service, model MLS Rules and Regulations (all types) No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to

MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. (Adopted 11/07)

Note 1: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration. Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

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

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

Section 4.5 – Services Advertised as “Free”: MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. **M**

DIVISION OF COMMISSIONS

Section 5- Compensation Specified on Each Listing: The listing broker shall specify, on each listing filed with the CWMLS, the compensation offered to other CWMLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease). The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98)

In filing a property with the CWMLS of a Board of REALTORS, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his

compensation shall be prior to his endeavor to sell*

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different.

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

Pursuant to the Data Sharing Agreement between MLS and WIREX (Wisconsin Real Estate Data Exchange), the offer of compensation made by the listing broker is extended to all Participants of multiple listing services which are part of and sharing the data through WIREX.

Note 1: The CWMLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Board CWMLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Board CWMLS shall not disclose in any way the total commission negotiated between the seller and the listing broker.

*The compensation specified on listings filed with the CWMLS shall appear in one of two forms. The essential and appropriate requirement by the CWMLS is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount

Note 2: The listing broker may, from time to time, adjust the compensation offered to other CWMLS Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised.

Note 3: The CWMLS shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Adopted 11/98)

Note 5: Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (Adopted 11/05)

Note 6: Multiple Listing Services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing Services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers.

Section 5.0.1: Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

Section 5.1 - Participant as Principal: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the CWMLS, that person shall disclose that interest when the listing is filed with the CWMLS and such information shall be disseminated to all CWMLS Participants in the Remarks section of the listing on the service.

Section 5.2- Participant as Purchaser: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

Section 5.3 - Dual or Variable Rate Commission Arrangements: The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client.

Section 5.4 – Display of Listing Broker’s Offer of Compensation: Participants and subscribers who share the listing broker’s offer of compensation for an active listing must display the following disclaimer or something similar. *The listing broker’s offer of compensation is made only to participants of the MLS where the listing is filed.* **M**

SERVICE CHARGES

Section 6 - Service Fees and Charges: The following service charges for operation of the CWMLS are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

(a) Initial Participation Fee: An applicant for participation in the Service shall pay an application fee of \$1500.00; such fee is to accompany the membership application.

(b) Recurring Participation Fee: The monthly participation fee of each Participant shall be an amount equal to an amount set by the Board of Directors times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser, who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees and dues shall be due by the 15th of the billing month. If payment has not been received within one (1) the month of the due date, service will be suspended without notification until all fees billed are paid in full.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. (Adopted 11/17) **M***

** Mandatory waiver provision is effective no later than July 1, 2018.*

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

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

COMPLIANCE WITH RULES

Section 7 - Compliance with Rules / Authority to Impose Discipline

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- (a) letter of warning
- (b) letter of reprimand

- (c) attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- (d) appropriate, reasonable fine not to exceed \$15,000
- (e) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- (f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. **M**

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14)

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

Section 7.1 - Compliance with Rules: The following action may be taken for noncompliance with the rules:

- (a) for failure to pay any service charge or billed fees, within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the Service shall be suspended until service charges and all billed fees are paid in full.
- (b) for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (*Amended 11/88*)

Section 7.2 - Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the CWMLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of CWMLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. (*Adopted 4/92*)

Section 7.51 – Effective Date of Changes in Multiple Listing Policy: To ensure consistent, uniform

understanding of a compliance with the multiple listing policies of the National Association, all changes incorporated into the National Association's *Handbook on Multiple Listing Policy* become effective January 1 of the year following their approval by the Board of Directors of the National Association of REALTORS®. Unless specifically provided otherwise by the NAR Board of Directors, associations and multiple listing services shall have sixty (60) days from the effective date of new or amended policies to adopt them locally.

Section 7.85 – Ownership of Listing and Listing Content – The listing broker owns the listing agreement. Prior to submitting a listing to the MLS, the listing broker should own, or have the authority to license all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information.

Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent. Such consent cannot be required as a condition of obtaining or maintaining MLS participatory rights. MLSs may presume such consent provided that listing brokers are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use.

Participants cannot be required to transfer ownership rights (including intellectual property rights) in their listings or listing content to MLS to obtain or maintain participatory rights except that MLSs may require participants to grant the licenses necessary for storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLSs may also require participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS. *M*

MEETINGS

Section 8 - Meetings: The meetings of the Participants in the Service or the Board of Directors of the CWMLS for the transaction of business of the Service shall be held in accordance with the provisions of Article 7, Bylaws of the Service.

ENFORCEMENT OF RULES OR DISPUTES

Section 9 - Consideration of Alleged Violations: The Committee (Board of Directors) shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors).

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant.

Section 9.1 – Violations of Rules and Regulations: If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing

before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®.

Section 9.2 - Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Board of REALTORS for appropriate action in accordance with the professional standards procedures established in the Board's bylaws.

Section 9.3 – Complaints of Unauthorized Use of Listing Content - Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.

Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

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

Section 9.4 MLS Rules Violations - MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

Note: Adoption of Sections 9.3 and 9.4 are not required if the MLS has adopted alternative procedures to address alleged misuse of listing content that includes notice to the alleged infringer.

Section 9.5 MLS Disciplinary Guidelines - Associations of REALTORS® and their multiple listing services have the responsibility of fostering awareness, understanding, and appreciation for the duties and responsibilities of MLS participants and subscribers, and of receiving and resolving complaints alleging violations of the rules and regulations. The REALTOR® organization is firmly committed to vigorous, fair, and uniform enforcement. Enforcement achieves several goals. Where participants or subscribers are wrongly or mistakenly charged with violations, the hearing process provides personal and professional vindication. Where violations are determined, enforcement process educates participants and subscribers about their duties and obligations and serves as a meaningful deterrent of future violations.

Allegations of conduct inconsistent with the rules are often viewed by respondents as threats to their professional and personal reputations. This can result not only in their mounting vigorous defenses but also, at times, to threats of legal challenge should a violation be determined, and discipline imposed. Given that MLS participation can have significant economic value, associations and their MLSs need to strictly adhere to their established procedures when considering potential violations. This caution ensures that the rights of the parties will be observed, and legal exposure of associations and their MLSs will be minimized.

At the same time, well-founded caution should not be confused with reservation, reluctance, or hesitancy. Rules become aspirations at best, and potentially meaningless, if not enforced with vigor and determination.

Fundamental to fair and consistent enforcement is reasonable and judicious use of discipline, as both an educational device and as punishment. Associations and their MLSs have a wide variety of sanctions available to them that may be imposed for violations. These range from simple letters of warning to termination of MLS rights and privileges. Between these extremes are mandatory attendance at remedial education sessions, financial penalties, probation, and suspension.

The National Association does not recommend specific penalties for certain offenses or for violations of particular rules. This is in deference to the wisdom and autonomy of the hearing panel privy to the details of complaints coming before them; in recognition of the fact that no two complaints are identical; and in view of the facts that the details of each hearing, including the experience of respondents, their history of prior violations, and mitigating or extenuating circumstances, may all come into play in determining an appropriate penalty.

At the same time, there are key points to be considered with respect to imposition of discipline:

Discipline that can be imposed is strictly limited to those forms authorized in the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics and Arbitration Manual and to any additional form authorized by the National Association's board of directors.

Discipline should be commensurate with the offense. Unintentional or inadvertent violations should result in penalties designed to educate respondents about the conduct expected of them. Only authorized forms of discipline may be utilized.

Discipline should be progressive. The disciplinary emphasis on violations by new members or by long-standing members with no history of prior violations should be primarily educational. Repeated or subsequent violations should be addressed with more serious forms of discipline, including substantial fines, suspension, and termination of MLS rights and privileges.

A gray area can exist with respect to "first time violations" that are clearly not the result of ignorance or mistake but rather demonstrate flagrant disregard for the rules. While the educational aspect of enforcement cannot be disregarded, the fact that the rules exist to protect clients and customers, the public, and to ensure effective, efficient functioning of the MLS, must also be considered in determining commensurate discipline.

Mitigating or extenuating circumstances should be considered in determining appropriate discipline. The fact that a respondent recognizes or acknowledges inappropriate conduct or took steps to remediate or minimize harm or injury, should be considered in determining appropriate discipline.

Respondent's records of earlier violations or, conversely, the fact that they have not violated the rules in the past, can be considered in determining appropriate discipline. Hearing panels cannot consider past violations in deciding whether the conduct currently complained of violates the rules.

Crafting appropriate, meaningful discipline can challenge panels that have concluded the rules have been violated. This discussion is offered as guidance, rather than as a hard and fast template, to assist panels in meeting their responsibility in ensuring the rules' viability and vitality through vigorous and evenhanded enforcement.

Progressive Discipline: Discipline imposed for violation of the rules should be progressive. The severity of discipline should increase incrementally for subsequent violations. The disciplinary emphasis where first time violations occur should be primarily educational. Repeated or subsequent violations should result in more serious forms of discipline being utilized, including substantial fines, suspension, and termination of MLS rights and privileges. At the same time, a gray area can exist where a first-time violation is not attributable to ignorance or oversight, but rather to blatant disregard for the rules. While the educational emphasis of enforcement cannot be disregarded, the fact the rules exist to protect clients and customers, the public, and to ensure the effective, efficient functioning of the MLS must be carefully considered in determining appropriate discipline.

Factors hearing panels should consider in determining appropriate discipline include, but are not necessarily limited to:

- The nature of the violation
- Harm caused by the violation. Was the violation a minor mistake causing little or no harm or, alternatively, was a client, customer, member of the public, or another participant harmed?
- Was the violation inadvertent or unintentional or, conversely, was it the result of knowing disregard for the obligations of MLS participants and subscribers?
- How much real estate experience did the violator have? Did he, or should he, have known better?
- Has the violator been found in violation of the rules previously? How often? How recently? Is the current violation related or similar to earlier violations?
- Are there mitigating or extenuating circumstances that should be considered in determining appropriate discipline?
- Did the violator acknowledge the violation? Did the violator express remorse or contrition?
- Are there other factors that ought to be considered?

Administrative Sanctions: The following is guidance for issuing administrative sanctions for MLS rule violations:

Category 1 violation means a rule violation relating to listing information provided by a participant or subscriber.

Category 2 violation means a rule violation relating to IDX and VOW displays.

Category 3 violation means a rule violation relating to cooperation with a fellow participant or subscriber, and mandatory submission of listings to the service

First Category 1 violation (or first violation within three [3] years):

Possible discipline:

- Letter of warning
- Fine of \$500 or less
- Attendance at relevant education session

Any combination of the above

Repeat Category 1 violation (within three [3] years):

Possible discipline:

- Attendance at relevant education session(s) or course
- Fine of \$2,000 or less

Any combination of the above

First Category 2 violation (or first violation within three [3] years):

Possible discipline

- Letter of reprimand
- Fine of \$2,000 or less
- Attendance at relevant education session(s)

Any combination of the above

Repeat Category 2 violation (within three [3] years):

Possible discipline:

- Attendance at relevant education session(s) or course
- Fine of \$10,000 or less
- Suspension from the MLS or from the MLS' lockbox key access for three (3) months or less

Any combination of the above

First Category 3 violation (or first violation within three [3] years):

Possible discipline:

- Letter of reprimand
- Fine of \$10,000 or less
- Attendance at relevant education session(s)
- Suspension from MLS or from use of the MLS' lockbox key access for ninety (90) days or less

Any combination of the above

Repeat Category 3 violation (within three [3] years):

Possible discipline:

- Attendance at relevant education session(s) or course
- Fine of \$15,000 or less

Suspension from MLS or from use of the MLS' lockbox key access for six (6) months or less
Termination from MLS or from use of the MLS' lockbox key access for 1 to 3 years
Any combination of the above

MLSs are encouraged to use the MLS Schedule of Fines Table provided on NAR.realtor to establish standardized administrative sanctions for violations of the MLS rules.

Scope of MLS Handbook for addressing MLS Rule Violations

Potential violations of the MLS rules will be processed in accordance with MLS Policy Statement 7.21, and under the process provided for in Section 9 of the NAR model MLS Rules and Regulations. Potential violations of a data license agreement are not governed by NAR policy and will thus follow the terms for resolution in the agreement itself.

CONFIDENTIALITY OF MLS INFORMATION

Section 10 - Confidentiality of MLS Information: Any information provided by the CWMLS to the participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

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

Section 10.2 - Access to Comparable and Statistical Information: Board Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building or assessing, who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Board Members and individuals affiliated with Board Members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these rules and regulations.

OWNERSHIP OF MLS INFORMATION AND COPYRIGHTS

Section 11 - By the act of submission of any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation, and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

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

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

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
- (4) Have no actual knowledge of any complained-of infringing activity.
- (5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see 17 U.S.C. §512

Section 11.1 - All right, title, and interest in the MLS information created and copyrighted by the Central Wisconsin MLS and in the copyrights therein, shall at all times remain vested in the Board of REALTORS.

Section 11.2- Each Participant shall be entitled to lease from the Central Wisconsin MLS the information sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant. The Participant shall pay the rental fee set by the Board.

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

USE OF COPYRIGHTED MLS INFORMATION

Section 12 - Distribution: Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Central Wisconsin MLS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the CWMLS. Use of information

developed by or published by the CWMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by the CWMLS where access to such information is prohibited by law.

Section 12.1 - Display: Participants and those persons affiliated as licensees with such Participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

Section 12.2 - Reproduction: Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the participants or their affiliated licensees, be interested.

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14)

**See foot note*

**This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association.*

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

USE OF MLS INFORMATION

Section 13 – Limitations on Use of MLS Information: Use of information from the MLS current listing information, from statistical reports, and any sold or comparable report of the Central Wisconsin MLS may be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

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

“Based on the information from the Central Wisconsin CWMLS for the period (*date*) through (*date*).”

CHANGES IN RULES AND REGULATIONS

Section 14- Changes in Rules and Regulations: Amendments to the rules and regulations of the Service shall be by consideration and approval of the Board of Directors of the Central Wisconsin MLS, subject to approval by the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder).

STANDARDS OF CONDUCT FOR MLS PARTICIPANTS:

Section 16.24 – Standard of Conduct - MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and participants may not:

- a. engage in deceptive or unauthorized framing of real estate brokerage websites;
- b. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
- d. present content developed by others without either attribution or without permission; or
- e. otherwise mislead consumers, including use of misleading images. (Amended 1/18)

ORIENTATION

Section 17 - Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of

not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with the system changes or enhancement and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely.

INTERNET DATA EXCHANGE (IDX)

Section 18 – IDX Defined: IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listings. (Amended 5/17)

Section 18.1 – Participants’ consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant’s listings, that Participant may not download, frame or display the aggregated MLS data of other Participants.*

*Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display or other electronic forms of display or distribution. (Amended 5/12)

Section 18.2 – Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. (Amended 11/9)

Section 18.2.1 – Participants must notify the CWMLS of their intention to display IDX information and must give the CWMLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12)

Section 18.2.2 – CWMLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12)

Section 18.2.3 – Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing’s property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. —(Amended 5/17)

Section 18.2.4 – Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, downtown” etc), list price or type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell, exclusive agency). Selection of listings displayed through IDX must be independently made by each participant. (Amended 5/17)

Section 18.2.5 – Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. (Amended 5/12)

Section 18.2.6 – Except as provided in the IDX policy and these rules, an IDX site or participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 18.2.7 – Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/12)

Section 18.2.8 - Any IDX display controlled by a participant or subscriber that

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

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

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the CWMLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants’. Except for the foregoing and subject to Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 5/12)

Section 18.2.9 - Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12)

Section 18.2.10 - An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

Section 18.2.11 - Participants shall not modify or manipulate information relating to other participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 18.2.12 - All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.* (Amended 05/17) **M**

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

Section 18.3- Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1 – Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions and property security information) may not be displayed.

Section 18.3.1.1 – The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 5/12)

Section 18.3.4 – All listings displayed pursuant to IDX shall identify the listing agent.

Section 18.3.5 – Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant’s consent and control and the requirements of state law and/or regulation.

Section 18.3.7 – All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

Section 18.3.8- Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

Section 18.3.11

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 11/14)

Note: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

Section 18.3.12 -- Display of expired and withdrawn listings is prohibited.

Section 18.3.16 - Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant’s logo and contact information is larger than that of any third party. (Adopted 11/09)

Section 18.3.13 - Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited.

Section 18.3.14 - Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS. (Amended 5/12)

Section 18.3.15 - Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 5/12)

Section 18.4 – Service Fees and Charges: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

Model Virtual Office Website (VOW) Rules for MLSs

Note: Adoption of Sections 19.1 through 19.14 is required.

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

(b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all

VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

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

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

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

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

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

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

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

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

(c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the

breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

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

- i.** That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii.** That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
- iii.** That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- iv.** That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;
- v.** That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

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

Section 19.4: A Participant’s VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

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

NOTE: MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.

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

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

Seller Opt-Out Form

1. Please check either Option a or Option b

a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

initials of seller

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

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

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

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

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

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

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

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

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

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

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

a. Expired and withdrawn listings.

Note: Due to the 2015 changes in IDX policy and the requirement that participants are allowed to use MLS listing information through all delivery mechanisms when providing brokerage services, MLSs can no longer prohibit the display of pending ("under contract") listings to the Registrants of a participant's VOW

b. The compensation offered to other MLS Participants.

c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

d. The seller's and occupant's name(s), phone number(s), or e-mail address (es).

e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

Section 19.16: A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

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

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

Section 19.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 or 50% of the listings in the MLS, whichever is less, current listings and not more than 100 or 5% of the listings in the MLS, whichever is less sold listings in response to any inquiry.

Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less. **M**

Note: Adoption of Sections 19.20–19.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

Section 19.20: A Participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

Section 19.21: A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.22: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.23: A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 19.24: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.25: Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

*CWMLS Rules and Regulations Revised January 17, 2022
Submitted to NAR for approval January 17, 2022
Approved: January 17, 2022*

CWMLS POLICIES AND PROCEDURES

PARTICIPATION: All applicants for CWMLS participation shall complete a written application when the initial request for such participation is made. This application shall be informational; shall be kept on file in the CWMLS office; and shall be completed in accordance with Article 4 – Section A, 1 of the Bylaws of the Central Wisconsin Multiple Listing Service.

This application shall be considered the formal request for participation and shall be placed on the agenda of the next meeting of the CWMLS Board of Directors. Participation in CWMLS shall not be considered until membership in the Central Wisconsin Board of REALTORS, or another Board of choice, has been approved. Any applicant for MLS participation and any licensee affiliated with an MLS Participant who has access to and use of MLS-generated information is to complete a rules and regulations orientation program at the first available class following their membership approval. This is mandatory.

A Policy and Procedures/Rules and Regulations Agreement shall be completed in addition to the written application and shall be kept on file in the CWMLS office. Any request or demand by an individual for access to the CWMLS without membership in the Board shall be referred immediately to the Wisconsin REALTORS Association and the Member Policy Division of the National Association of REALTORS. The recommended procedure will be provided to the MLS with any other pertinent information or assistance.

Member brokers may designate a REALTOR to vote in their absence on matters that come before the CWMLS voting Members. Such designation shall be made in writing.

INITIAL PARTICIPATION FEE: Upon payment of the initial participation fee, a copy of the CWMLS Policy and Procedures and CWMLS Rules and Regulations will be included in materials given to the participant.

No partial or installment payments of the initial participation fee shall be accepted.

FEES AND CHARGES: Member offices shall be billed monthly. Due date of all charges and fees shall be the 15th day of each month, following statement date. For failure to pay any service charges or billed fees within 1 month of the due date service shall be suspended until all fees are paid in full.

Any suspended member, who has not been reinstated within thirty (30) days from the date of suspension by full payment of all outstanding MLS service charges and fees, shall be expelled.

Any delinquent CWMLS fees and charges of a member expelled for non-payment of fees and charges shall be turned over to a collection agency. Written notice shall be sent to the expelled member that such action will be taken within fifteen (15) days of the notice.

Any expelled member desiring to resume membership shall be treated as a new member and be required to pay the current initial participation fee in addition to paying in full all outstanding charges and fees.

WAIVERS OF MLS FEES, DUES AND CHARGES: Recurring MLS fees, dues, and charges may be based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by an MLS participant.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated.

DISCONTINUANCE: *Participants shall notify the CWMLS Board of Directors, in writing, of their decision to discontinue participation in the CWMLS. All outstanding CWMLS fees and charges shall be paid in full within 30 days of such discontinuance. Any fees and charges that become delinquent shall be turned over to a collection agency as determined by the CWMLS. Written notice that such action will be taken shall be sent to the delinquent former member within fifteen (15) days.*

Former CWMLS participants that remain members of the Central Wisconsin Board of REALTORS® shall be required to pay in full all outstanding CWMLS fees and charges when desiring to renew annual Central Wisconsin Board of REALTORS membership.

Former CWMLS participants that wish to resume membership in CWMLS will be treated as new members and will be required to pay the initial participation fee and pay in full any outstanding CWMLS fees and charges.

TRANSFERS: If a former CWMLS participant becomes a licensee with a CWMLS participant, such participant shall be responsible for payment of any outstanding CWMLS fees and charges incurred by the licensee.

DIVISION OF COMPENSATION: To comply with the CWMLS Rules and Regulations, Sub-Agent Compensation and Buyer Agent Compensation, the compensation offered to other CWMLS participants shall be stated on listing forms as either a definite dollar amount or code as a percentage of the gross selling price. Either a decimal or a percent figure may be used on listing forms, as well as definite dollar amounts

Notice to Association Members - Under the long-established policy of this association, the Wisconsin Association of Realtors®, and the National Association of Realtors®:

The broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement.

The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker. (Amended 4/92)

MLS OPERATION

AGENT REGISTRATION ON BROKER'S DSPS ROSTER : It is required that all Licensees be added to the Broker's Dept. of Safety and Professional Services (DSPS) roster for the Broker's business before the Licensee will be added to the Broker's roster in CWMLS. If the Licensee's name does not show on the Broker's DSPS roster, the Broker can email the "Notice of Licensee Association With Firm" form that was emailed to the DSPS to CWMLS and this will allow the Licensee to be added to the Broker's CWMLS roster.

Helpful Tip: Due to delays at the DSPS it may be a good business practice to copy cwbr@cwbr.org on the email to the DSPS every time a new Licensee is being added to the roster at the DSPS.

ORIENTATION AND OTHER TRAINING: Multiple listing services may, as a matter of local discretion, require applicants for MLS participation and licensees (including licensed or certified appraisers) affiliated with an MLS participant who have access to and use of MLS-generated information to complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations, computer training related to MLS information entry and retrieval, and the operation of the MLS within thirty (30) days after access has been provided.

Participants and subscribers may also be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any (12) twelve month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies.

Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Revised 11/17)

ADDING AND DELETING REALTORS/OFFICE STAFF/VENDORS TO THE CWMLS ROSTER: Anyone using CWMLS' MLS system must be approved and added to the CWMLS roster by the Designated REALTOR. All users must have their own unique login and password. **Sharing of login credentials for the MLS system is fineable violation. 1st Offense \$500, 2nd Offense \$1000, 3rd Offense \$2500, 4th Offense \$5000.**

When adding a REALTOR, Office Staff or Agent Assistant to a roster, a ROSTER CHANGE FORM must be completed and signed by the Designated REALTOR. Designated REALTORS are not charged a monthly fee to have Office Staff, Agent Assistants or Vendors (website vendor added through an IDX agreement) on their CWMLS roster.

When deleting a REALTOR, Office Staff, Agent Assistant or Vendor from a CWMLS roster a ROSTER CHANGE FORM must be completed and signed by the Designated REALTOR.

NOTE: CWMLS WILL REMOVE REALTORS EFFECTIVE ON THE DATE CWMLS RECEIVES THE ROSTER CHANGE FORM OR A FUTURE DATE AS SHOWN ON THE ROSTER CHANGE FORM AS THE EFFECTIVE DATE DROPPING THE REALTOR. THE DESIGNATED REALTOR WILL BE BILLED FOR ALL REALTORS LISTED ON THEIR ROSTER AS OF THE 1ST OF EVERY MONTH.

TEAM POLICY:

Effective October 1, 2019

Teams must be a completely separate entity in CWMLS and cannot replace the identity of any of the team members. When scheduling a showing for a property, the name of the person showing the property must be used. You cannot register for showing a property using a team name. To register a Team, CWMLS must receive a Roster Change Form adding the Team to the MLS roster and signed by the Broker. Teams are billed as individual entities monthly.

INPUT OF LISTING INFORMATION

Sharing MLS logins and passwords is strictly prohibited and fineable. 1st violation is \$1,000, 2nd 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 listing has not been corrected from the date that the original fine is 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 filed with CWMLS within seven (7) calendar days and entered into the MLS system within three (3) business days. 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. **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 counts for both Calendar days and Business days: New Year's Eve, New Year's Day, Memorial Day, 4th 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. Emailing a new Residential listing contract at contracts@cwbr.org – 7 Calendar Days
2. Emailing/Filing an Amendment to *any class* of listing contracts – 7 Calendar Days
3. Entering a new Commercial, Multi Family, Land or Farm listing into Paragon – 30 Calendar Days
4. Emailing Commercial, Multi Family, Land or Farm listings to contracts@cwbr.org – 30 Calendar Days
5. Entering/Emailing FSBO, One Party and Non-MLS sales into Paragon – 30 Calendar Days

Example: A new listing contract was effective on January 1. The listing contract must be emailed to contracts@cwbr.org by Monday, January 8th.

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) – 1 Business Day

Example: A sign was put in the yard of a brand-new listing on Friday, January 8. The listing must be input into Paragon on Monday, January 11th.

Example: A sign was put in the yard of a brand-new listing on Thursday, January 7. The listing must be input into Paragon on Friday, January 8th.

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. One Annual warning will be issued for the first offence after that, the fine will be issued.

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)

LISTING INPUT - Clear Cooperation: Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

- 1. First Violation = \$500**
- 2. Second Violation = \$1000**
- 3. Third Violation = \$2500**
- 4. Fourth Violation = \$5000**

- 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.

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: 1st 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: 1st \$500, 2nd \$1,000, 3rd \$2,500, 4th \$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 contracts@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. The procedure should be followed, or the document will not be considered “FILED” with the CWMLS. Using the correct procedure below, documents will be filed by emailing them to contracts@cwbr.org. The procedures shall be as follows:

- All document submissions must have the MLS “number” in the subject line of the email, at the beginning. Only the number shall be showing; ex. 1800001 Please do not include “MLS#”, “#”, or

add any form of prefix to the MLS number, not even a space.

- 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. Elmstreet) 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
- Next, all document submissions must have the “Class” of document to be filed; ex. Land, Commercial, Residential, Amendment, Farm/Ag, Multi Family; immediately after the MLS number without any spaces. Here are the appropriate abbreviations to use: Land=L; Commercial=C; Residential = R; Farm = F; Multi Family = M; and Amendment = A; ex; 1800001R
- Thirdly, all document submissions must have the most recent “Signature Date” sited as the next item in the subject line of the email, without spaces or dashes of any kind; ex. Today is May 9, 2018, so you should express the date in mm/dd/yyyy format as 05092018, ex; 1800001R05092018
- Lastly, if your contract is required to submit an EX3 (Exclusion Form) or DTS1(Disruption Status Form) either at the beginning of the contract or during it, submit the contract and/or amendment **along with** the EX3/DTS1. Also site this information on the last part of the subject line; ex. 1800001R05092018EX3. As for Limited Service contracts, site the information on the last part of the subject line also; ex. 1800001R05092018LS
- Please do not include spaces or other symbols, only use numbers and capital letters for the subject line, and identify in the following order below. You will also see a list of abbreviations for quick reference.

(MLS NUMBER) (CLASS) (CLIENT SIGNATURE DATE) (ADDITIONS - EX3, DTS-1, LS, O or BA if appropriate)

CLASSES (Between MLS Number and Client Signature Dates)

R = Residential

L = Land

C = Commercial / Industrial

M = Multi Family

F = Farm / Ag

A = Amendment (this is considered a ‘Class’ for MLS filing purposes only)

ADDITIONS (At the end)

EX3 = Exclusion Form (for all Office Exclusive listings)

DTS1 = Disruption Status Form (for Delayed, Temporarily Suspended or Withheld listings)

LS = Limited Service Disclosure Form (for all Limited Service listings)

O = Offer to Purchase (1st & Last pages only, for all for sale by owners “fsbo”)

BA = Buyer's Agency Agreement (for all for sale by owners "fsbo" without a one-party listing contract)

NOTE: FSBO sales where the selling agent is entered as both the seller's agent and the buyer's agent must file with CWMLS either the first and last pages of the Offer to Purchase or the Buyer's Agency agreement in order for the listing to be entered into the MLS system.

EXAMPLE: Seller's sign a Residential listing contract with a seller's signature date of May 9, 2018. This is also a Delayed listing. After the listing is entered into Paragon and an MLS number is generated, you would email the first and last page of the listing contract along with the DTS1 form to CWMLS with only the following in the subject line:

1800001R05092018DTS1

MLS #	Class	Signature Date	Form

All Residential listing contracts, including Office Exclusive and Limited Service contracts, must be filed with CWMLS within 7 calendar days; along with the Limited Service Disclosure form or the EX3/DTS1 form if appropriate. All other classes must be filed with CWMLS within 30 calendar days. All subsequent Amendments and EX-3/DTS1 forms must be filed with CWMLS within 3 calendar days.

The EX3/DTS1 form must be filed with every contract that is in Disruption Status. The Limited Service Disclosure must be filed with every Limited Service contract.

Listings, forms, and amendments emailed with anything other than the correct subject line will not be filed with CWMLS and a \$100 fine will apply.

ONE-PARTY LISTINGS (With Listing Contract): A "one-party" listing is a listing contract used to cover only one buyer and is not offering cooperation and compensation to other CWMLS Participants. A One-Party Listing may be entered into Paragon after it closes. The first and last page of the listing contract must be filed with CWMLS within 3 days of the listing being entered into Paragon. 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. The commission field should be "0" as commission was not offered to other CWMLS Participants. IDX marked as "No"***

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 immediately after entering the listing into the MLS system. Subject line Filing submission will follow normal rules: MLS# - Class – Date (client’s signature date of listing contract)
5. Subject line filing submission will follow normal rules: MLS# - Class – Date (client’s signature date of the document submitted)
6. Listing must be entered into Paragon within 30 days of the closing date. Listings will not be accepted after the 30 day period.
7. Enter 0.00 in the BA or SA commission fields. Commission was not offered to CWMLS Participants so there should not be an amount entered for either of these fields.

ONE-PARTY SALES (With Buyer Agency) FSBO: A “one-party” sale is when the buyer is the client and is purchasing an unlisted property. Cooperation and compensation are not offered to other CWMLS Participants. A One-Party sale may be entered into Paragon after it closes. The Buyer’s Agency agreement must be filed with CWMLS within 3 days of the listing being entered into Paragon. 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. The commission field should be “0” as commission was not offered to other CWMLS Participants. IDX fields must be “No”.*

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. 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 submitted immediately after MLS entry.
5. Subject line filing submission will follow normal rules: MLS# - Class – Date (client’s signature date of the document submitted) – Buyer’s Agency
EXAMPLE: FSBO sale of a residential home. Agent has a Buyer’s Agency agreement signed by the buyer on June 10, 2019. After it is entered into Paragon the MLS# is 1801234 File submission subject line would read: 1801234R06102019BA
6. Listing must be entered into Paragon within 30 days of the closing date. Listings will not be accepted after the 30 day period.
7. Enter 0.00 in the BA or SA commission fields. Commission was not offered to CWMLS Participants so there should not be an amount entered for either of these fields.

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. Immediately after entry into Paragon, email the Offer to Purchase (first and last page) to CWMLS at contracts@cwbr.org with the MLS# in the subject line and let us know that the Listing Agent is Non-MLS and we will change the Listing Agent to Agent Non-MLS. (*Note: there is not a 3 day rule with filing, it must be done immediately after Paragon entry.*)
4. Subject line filing submission will follow normal rules: MLS# - Class – Date (client’s signature date of the document submitted) – Offer To Purchase (“O”)
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. If the selling agent was a Buyer’s Agent enter the commission amount in the BA field. If the selling agent did not have a Buyer’s Agency, enter the commission amount in the SA field.

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 warning 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 1st through December 31st. The MLS number, class, date and form (if additional form submitted) must be shown in the subject line for all contracts emailed to CWMLS. 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 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 must complete a Listing Input Sheet. Profile sheets for each class are available from the MLS office at no charge or 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.

COMPENSATION: Compensation specified on fact sheets will be shown in a uniform manner. Percentage figures or dollar amounts will be entered on the listing form.

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.

DUPLICATE LISTINGS: Duplicate listings are NOT allowed. Each property can only be entered once with one MLS number in the CWMLS database. Having duplicate listings creates problems with the database as well as skewing the statistics.

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 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 with only one violation warning per office, per calendar year.

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 with only one violation warning per office, per calendar year.

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, within seven (7) calendar days, 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 warning 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 1st through December 31st.

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 warning will be issued and recorded for the first offence and fined \$100 per occurrence for any time after that.

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.

DISSEMINATION OF LISTING INFORMATION

It is prohibited for users to publicly disseminate property reports from the default view (All Fields Detail II) in the MLS database if the report contains the fields that cannot be disseminated to the public (see below). Users should customize another available report view to use to disseminate property data forms to clients and customers.

FIELDS THAT CANNOT BE DISSEMINATED TO THE PUBLIC: The following fields cannot be printed on reports or shown on websites for the public:

**AGENT TO AGENT
SHOWING TIME INSTRUCTIONS
LISTING DATE
CONFIDENTIAL**

Dissemination of these fields to the public will result in a fine of \$100. CWMLS will not issue a warning for the first offence.

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 three areas.

Note: To be considered finished square footage within a lower level, the space must be heated, have finished walls, have 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 data base 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 1st floor and the 2nd 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.

BA % OR \$: Is the commission type stated in the "BA %/\$" field a % of the sales price or a flat \$ amount.

BA: %/\$: Amount offered to the Buyer's Agent broker when that broker procures the buyer.

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.

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.

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.

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

GARAGE CAPACITY: How many cars fit into 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 3rd 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.

MUNICIPALITY: Township, City, Village. NOT NECESSARILY THE MAILING ADDRESS. Check the tax records.

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.

SA % OR \$: Is the commission type stated in the “SA %/\$” field a % of the sales price or a flat \$ amount.

SA: %/\$: Amount offered to the Selling Agent broker when that broker procures the buyer.

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 ShowingTime 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.

VAR: Variable Rate Commission –The amount of commission that is paid to different parties if that amount is not the same. Ex., If the listing broker lists a property and has a deal with the seller to charge the seller less commission if the listing broker sells the property than if it is co-broke, you must pick Yes.

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, Flowage, Lake, Pond, Private Pond, River, Stream/Creek, Waterview-No Frontage, or None.

WATERFRONT: Is there water included on the subject property.

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

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.

CWMLS VIOLATION FINE SUMMARY

VIOLATION	FINE AMOUNT	INFORMATION
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INCORRECT DATA	\$100 and \$5/Day	Once notified of possible Incorrect Date 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.
PROHIBITED MARKETING	1 Annual Warning per Office/\$100	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
LATE STATUS UPDATE	1 Annual Warning per Office/\$100/Permanent Listing Deletion	Listing status must be updated within 3 business days. This includes all status' including Closing Data
LATE FILING / EMAILING	1 Annual Warning per Office/\$100	All Residential Listing Contracts (1st & Last Pg) - 7 calendar days from Seller's signature or effective listing date, whichever is most recent
	1 Annual Warning per Office/\$100	All Amendments to Listing Contracts - 7 calendar days
	1 Annual Warning per Office/\$100	All Commercial, Land, Multi-Family, Farm Listing Contracts - 30 calendar days from Seller's signature or effective listing date, whichever is most recent
LATE ENTRY INTO PARAGON	1 Annual Warning per Office/\$100	All Residential Listings - 3 business days from Seller's signature or effective listing date, whichever is most recent. IF PROPERTY HAS NOT BEEN MARKETED TO THE PUBLIC
	1 Annual Warning per Office/\$100	All Commercial, Land, Multi-Family, Farm Listing - 30 calendar days from Seller's signature or effective listing date, whichever is most recent. IF PROPERTY HAS NOT BEEN MARKETED TO THE PUBLIC.
NON-SUBMISSION OF BUYER'S LAST NAME	1 Annual Warning per Office/\$100	For all classes of listings, the last name of the Buyer must be entered into Paragon
PICTURE / IMAGE REQUIREMENT	1 Annual Warning per Office/\$100	One photo or image that is REPRESENTATIVE of the property must be entered into Paragon

COPYRIGHT VIOLATION	\$100/Image - No Warning Issued	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
PUBLIC DISSEMINATION OF CONFIDENTIAL MLS FIELDS	\$100 - No Warning Issued	Agent to Agent, Confidential, ShowingTime Instructions and Listing Date fields in Paragon cannot be disseminated to the public.
USING CWMLS DATA ON A WEBSITE WITHOUT THE CWMLS COPYRIGHT	\$100 - No Warning Issued	"Copyright © 2003 – 2023 Central Wisconsin Multiple Listing Service, Inc. All rights reserved" Must be on a website using CWMLS data
SHARING PARAGON LOGIN CREDENTIALS	1st - \$1,000 2nd - \$5,000	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	Any listing that is advertised to the public must be entered into Paragon within 1 business day
SHOWING INSTRUCTION / LOCKBOX VIOLATION	\$2,500	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	This includes writing the Shackle Code on boxes.
SHOWING A PROPERTY IN DISRUPTION STATUS	1st \$2500 2nd \$5000	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-1 form
FSBO, ONE-PARTY & NON-MLS PARAGON ENTRIES	Correction or Permanent Removal/\$100	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 emailed the day that the listing is entered into Paragon.
DISRUPTION POLICY	\$100	Limiting showings more than one day without following the Disruption Policy procedure

KEYBOX SYSTEM

- A. All service charges, Keybox costs and replacement costs and contracts will be between Designated REALTOR® and CWBR. Supra will debit the eKEY keyholders's credit card monthly.
- B. Every Designated REALTOR® and every non-principal broker, sales licensee, licensed or certified appraiser and licensed/certified affiliate who is affiliated with the Central Wisconsin Board of REALTORS® shall be eligible to hold a Supra Key product subject to their execution of a service agreement with the Central Wisconsin Board of REALTORS®.
- C. Showing appointments must be made through the listing company.
- D. Control of Supra KEYS: Each agent/appraiser/affiliate leasing a Supra KEY will be responsible for maintaining control of that Key. **It is not to be loaned to another agent/appraiser/inspector or any other person.**
- E. A keyholder is allowed only one key.
- G. The CWBR shall refuse to lease Supra KEYS, shall terminate existing Supra KEY privileges and shall refuse to activate any Supra KEY held by an individual convicted of a crime if the crime, in the determination of the Board of Directors and after consultation with legal counsel, relates to damage or loss of property or puts clients, customers or real estate professionals at risk.
- H. The CWBR currently has reciprocal agreements with the following REALTOR® Associations for use of Supra KEYS:
REALTORS® Association of Northeast Wisconsin (Fox Valley Area)
REALTOR® Association of South Central Wisconsin (Madison)
La Crosse Area REALTORS® Association (La Crosse)
If reciprocal services are needed, the agent must contact CWBR to set up reciprocal access at least 24 business hours prior to using their KEY in RANW, RASCW or LARA.

SUPRA XPRESSKEY, EKEY AND KEYBOX SYSTEM

The fees for the EKEY include the issuance fee of \$50.00 and 5.5% Sales Tax.

NOTE: The XpressKey device will no longer be available and must be returned to CWBR prior to May 30, 2021. The XpressKey is leased and Supra will continue to bill the keyholder until the XpressKey is returned to CWBR

KEYS

Agents may call CWBR at 715-693-7325 to set up their Supra eKEY. Please download the Supra eKEY app and have a credit card available before calling. Supra will debit the monthly user fee from the keyholder's credit card. There is a \$50 activation fee debited during the initial set up.

DEFECTIVE KEYS

Any defective XpressKey will be repaired or replaced at no charge (unless it is determined that the malfunction is a direct effect of misuse by the agent.). A replacement fee may be assessed for repairs. The agent must return the damaged Key before obtaining a replacement.

LOST KEYS

Lost XpressKeys **MUST** be reported to the CWBR office immediately!!! The agent should contact the CWBR office to complete a Lost Key Report and pay all applicable fees (current charge is \$295 plus tax for a Key). If an agent finds the missing Key within 30 days, which was previously reported as lost, and returns it to the CWBR office, SUPRA will issue a full refund of the \$295 fee. If the item is returned more than 30 days after it was reported lost or stolen, a \$50 restocking fee is subtracted from the refund.

AGENTS LEAVING THE ASSOCIATION/MLS

CWBR will deactivate the Supra Key of any keyholder that is dropped from an office roster. If the REALTOR is moving to another member office, the keyholder must notify CWBR immediately and the Key will be reactivated at no additional charge. If the keyholder is getting out of the business the Supra Key will need to be unassigned. A \$50 assignment fee will be charged if the key is reassigned. **If the keyholder has an eKEY (smartphone service) and is leaving the business, they must contact Supra at 877-699-6787 to discontinue the monthly debit to the payment type they have on file with Supra.**

KEYBOXES

KeyBoxes are distributed to the Designated Broker only; at a rate of 110% of the active listings which include only Residential and Duplex. KeyBoxes may be requested by the Designated Broker and will be disbursed once the MLS runs an inventory report on that offices listings and then compares the number of listings with the number of KeyBoxes.

SELLER AUTHORITY REQUIRED: Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or any other written document. Inclusion in MLS compilations cannot be required as a condition of placing lock-boxes on listed property.

DEFECTIVE KEYBOXES

Return any defective KeyBox to the CWBR office immediately!! If a KeyBox requires repair due to causes beyond normal wear and tear, the Broker will be charged \$90.00 per defective box.

LOST KEYBOXES

Lost KeyBoxes should be reported to the CWBR office immediately. There is a \$90.00 charge for a lost KeyBox.

READING KEYBOXES

FOR EKEY: Agent must assign each lockbox in their Inventory. To access keybox activity simply click on the keybox in the inventory.

AUDIT REQUIREMENT: Associations or MLSs shall maintain current records as to all keys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively, by receipt of a statement signed by the keyholder and

the designated Realtor®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder. (Amended 05/17)

If, at the time of inventory, a key is unaccounted for, or if a keyholder refuses or is unable to demonstrate that the key is within their physical control, then the key will be considered unaccounted for and any funds on deposit will be forfeited to the association.

Deposits for electronic programmers or electronic keycards which are leased but which can be deactivated within thirty (30) days may be required as a matter of local determination.

LOCKBOX/KEY VIOLATIONS

RULES AND PROCEDURES GOVERNING LOCKBOX SYSTEMS: Associations and MLSs must adopt written, reasonable, and appropriate rules and procedures for administration of lock-box systems which may include appropriate fines, not to exceed \$15,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the association or MLS and set forth in the rules and procedures. All keyholders, whether or not they are association members or MLS participants shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lock-box system. (Amended 05/17)

Key lease agreements may contain a liquidated damages provision to offset some or all of the costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the keyholder.

SHOWING/LOCKBOX VIOLATION CITATION IS 1st - \$500, 2nd - \$1,000, 3rd - \$2500, 4th - \$5000
CWBR will invoke a penalty for allowing unauthorized access to properties.

NO LONGER WILL A FORMAL ETHICS HEARING BE REQUIRED.

Showing/Lockbox violations can be defined as:

1. Showing a property without following showing instructions OR obtaining seller's approval
2. Giving out a mechanical box combination to an unauthorized individual.
4. Lending a Supra key to someone to use. Only subscribers of the key may use the key.

ADDITIONAL LOCKBOX SYSTEM VIOLATIONS:

Writing keybox PIN on Keybox

\$90

TYPES OF KEYS: Any physical or electronic key, programmer, or other device (hereinafter referred to as key) by which a lock-box can be opened, must be non-duplicative. Being non-duplicative means that it cannot be readily copied in the manner that other types of keys ordinarily are. (Amended 05/17)

A mobile device (such as, a smart phone, tablet, fob, etc.) can transmit a key to access a lockbox using standard protocols, including, Bluetooth, ZigBee, infrared technology, and others. The applications and software used by

mobile devices must contain security controls to allow only authorized users access to the lockbox. (Adopted 5/17)

As a matter of local discretion, the listing broker or agent can issue temporary codes/access to the lockbox and property on terms and conditions agreed to in advance by the seller. Temporary codes/access must expire within seventy-two (72) hours after being issued or must be under the control of the listing broker or agent. Temporary codes must be a minimum field size of five (5) characters.

SECURITY PROTOCOLS: Keys must be obtained from the original manufacturer, from a recognized vendor of lock-box systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, associations and MLSs must obtain sufficient information from the original manufacturer and surrounding associations and MLSs in order to determine whether the key's pattern, code, or configuration is already in use. (Amended 05/17)

Electronic lockboxes and electronic keys running on mobile devices must incorporate security protocols to prevent the following types of cyber-attacks:

- where an unauthorized user can override or escalate their security credentials*
- where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access*
- forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user*
- digitally signed updates to electronic keys running on mobile devices or electronic lockbox firmware plus a secured update process to prevent unauthorized software from being introduced into the lockbox system*
- transmission(s) of frequencies to deceive the lockbox electronics into opening (Adopted 05/17)*

AVAILABILITY OF LOCKBOX SYSTEM AND KEYS: Individuals may be required to pay lockbox costs as part of association dues or as part of MLS participation fees pursuant to MLS Policy Statement 7.57, Categorization of MLS Services, Information, and Products and pursuant to NAR Bylaws Official Interpretation #32. No one shall be required to lease a key from the association except on a voluntary basis. (Adopted 5/17)

Associations and MLSs may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances: (Amended 5/17)

- A. The association or MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and (Amended 5/17)

B. The association or MLS gives the individual an opportunity to provide and the association or MLS must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:

- the individual's age at the time of the conviction(s);
- nature and seriousness of the crime;
- extent and nature of past criminal activity;
- time elapsed since criminal activity was engaged in;
- rehabilitative efforts undertaken by the applicant since the conviction(s);
- facts and circumstances surrounding the conviction(s); and
- evidence of current fitness to practice real estate. (Amended 5/17)

Associations and MLSs should be sure to evaluate individuals uniformly, and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history. (Amended 5/17)

Associations or MLSs may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to a final determination on any such charge if, in the determination of the association or MLS, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk. (Amended 5/17)

REPORTING MISSING KEYS: Associations or MLSs must charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association or MLS. Upon receipt of notice, the association or MLS must take any steps deemed necessary to resecure the system. (Amended 05/17)

ISSUING ELECTRONIC PROGRAMMERS OR KEYPADS ON TEMPORARY BASIS: In the event electronic lock-box programmers or keypads are sold or leased, a designated REALTOR® principal or an office's broker of record may purchase or lease additional programmers or keypads to be issued on a temporary basis to other keyholders in the same office in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the issuing association or MLS. When a programmer or keypad is issued on a temporary basis, it shall be the responsibility of the REALTOR® principal or the broker of record to advise the association or MLS in writing that the programmer or keypad has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the Realtor® principal or the broker of record to advise the association or MLS in writing within two (2) business days after possession of the previously issued programmer or keypad has been reassumed. (Adopted 05/17)

REQUIRING "APPROVED" LOCKBOX SYSTEMS: As a matter of local discretion, associations and MLSs may require placement of an "approved" lock-box on listed properties if any device giving access to real estate professionals or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement, if adopted by an association or MLS, is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lock-box or other access device be "approved" does not limit the devices that satisfy the requirement to lock-boxes leased or sold by an association

or MLS. The association or MLS may require that the devices be submitted in advance for approval, and the access device may be any lock-box or other access device that provides reasonable, timely access to listed property. The association or MLS also may revoke the approval or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. (Adopted 05/17)

CWMLS POLICY STATEMENTS

STANDARD MULTIPLE LISTING SERVICE LOGO OF THE NATIONAL ASSOCIATION OF REALTORS

Nature of the Standard Multiple Listing Service Mark

The NATIONAL ASSOCIATION OF REALTORS® has approved a standard multiple listing service logo (the “Logo”) for use by authorized chartered associations of REALTORS®, members of such associations, and multiple listing services solely owned by such association(s) pursuant to the terms set forth herein, and as further described in the Membership Marks Manual.

Downloadable files and additional information about the Logo may be found on nar.realtor

Authorization to Use the Standard Multiple Listing Service Logo

Authorization to use the Logo is limited to the following authorized licensees (“Authorized Licensees”):

a. Associations of REALTORS®

that own or control multiple listing service, wholly owned by REALTOR®

Associations, and that have certified that their governing documents comply with multiple listing policy of the National Association.

b. Multiple listing services owned and/or controlled solely by an association(s) of REALTORS® and when the governing documents of the owning or controlling association(s) of REALTORS® and/or the MLS, if a separate legal entity with separate governing documents, have certified that their governing documents comply with multiple listing policy of the National Association.

c. Members of an association of REALTORS® that owns and/or controls a multiple listing service and that has certified that their governing documents comply with multiple listing policy of the National Association.

Authorized Licensees use of the Logo is subject to the following limitations:

- The Logo may not be modified.
- The Logo may not be used as a lapel pin or jewelry.
- The Logo may be used only on stationery, printed forms, websites and within promotional materials regarding multiple listing services.
- Authorized Licensees acknowledge that the National Association is the exclusive owner of the Logo.
- The multiple listing service must cease all use of the Logo in the event it is no longer solely owned and/or controlled by an association(s) of REALTORS®
- The association(s) of REALTORS® and multiple listing service must cease all use of the Logo in the event any governing documents of the association(s) of REALTORS® or the multiple listing service, if applicable, do not comply with multiple listing policy of the National Association.

- The National Association reserves the right to require Authorized Licensees to adhere to additional limitations on use of the Logo and to cease use of the Logo for any reason within its sole discretion.

Special Notes Concerning the Standard Multiple Listing Service Logo and the National Association's REALTOR® Trademarks.

The NATIONAL ASSOCIATION OF REALTORS® does not permit any variation of the Logo design. Further, the National Association will not review and does not authorize any multiple listing service insignia to be used with the Logo other than the multiple listing service's own logo. Further, the National Association's REALTOR® trademarks may not, in any instance, be used in connection with any multiple listing service not owned and/or controlled solely by an association(s) of REALTORS®

Policy Statement 7.13: Use of the Standard Multiple Listing Service Logo by Nonmember Participants

The Logo may not be used by non-association members of an MLS, including in any state where law requires that brokers (principals) who are not REALTORS® be admitted to the multiple listing service of an association of REALTORS®, or in any association which has voluntarily opened its MLS to nonmember brokers and/or appraisers. Such use would be a misrepresentation and would violate the registration rights in the REALTOR® trademarks of the NATIONAL ASSOCIATION OF REALTORS®, the lawful owner of said collective marks. Where such non-association member advertises that they are a member of the multiple listing service of an association of REALTORS®, the multiple listing service may properly require that such participant of the service include in such advertisement that they are not a member of the association of REALTORS® .

MLS Policy Statement 7.21 Appropriate Procedures for Rules Enforcement: Filing Complaints:

When requested by a complainant, MLSs must provide a process for processing complaints without revealing the complainant's identity. If the complaint is forwarded to hearing, then the MLS Committee, Grievance Committee, MLS staff or other representative must serve as the complainant when the original complainant does not consent to participating in the process or the disclosure of his or her name.

Administrative Sanctions:

In any instance where a participant in an association multiple listing service is charged with a violation of the MLS bylaws or rules and regulations of the service, and such charge does not include alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants, or a request for arbitration, Recipients of an administrative sanction may request a hearing before the professional standards committee of the association.

MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

Appeals and Hearing Options:

If the participant refuses to accept any sanction or discipline proposed, the circumstances and the discipline proposed shall be appealed to the board of directors of the association of REALTORS® which shall, if it deems the finding of violation proper and the sanction appropriate to the offense, delay the effective date of sanction until final entry by a court of competent jurisdiction in a suit filed by the association for declaratory relief, except in those states where declaratory relief is not available, declaring that the disciplinary action and

proposed sanction violates no rights of the multiple listing service participant. If the MLS committee has a procedure established to conduct hearings, the decision of the MLS committee may be appealed to the board of directors of the association of REALTORS®. If a separately incorporated MLS has an established procedure for the conduct of hearings, the decisions of the hearing tribunal shall be appealable to the board of directors of the MLS.

Alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants shall be referred to the association’s grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®.

MLS Policy Statement 7.3, Statistical Reports

MLSs may, as a matter of local determination, make statistical reports, sold information, and other informational reports derived from the MLS available to REALTORS® who do not participate in the MLS but who are engaged in real estate brokerage, management, appraising, land development, or building. Additional expenses incurred in providing such information to REALTORS® who do not participate in the MLS may be included in the price charged for such information. Any information provided may not be transmitted, retransmitted, or provided in any manner to any individual, office, or firm, except as otherwise authorized in the MLS rules and regulations.

MLSs may, as a matter of local determination, provide statistical reports, sold information, and other informational reports derived from the MLS to government agencies. MLSs may, as a matter of local discretion, require that such agencies (or representatives of such agencies) hold an appropriate form of membership in the MLS or in the association of REALTORS® as a condition of such access.

Policy Statement 7.33: Information Related to Listings of Commercial and Industrial Property

An association or association MLS may also publish a compilation of commercial and industrial properties listed with association or MLS members so that prospective cooperating brokers will have the opportunity to contact the listing broker to learn the terms of any cooperative relationship the listing broker wishes to establish. Such a mechanism is not a multiple listing service. If an association or association MLS provides this type of informational function (commonly referred to as a commercial information exchange or CIE) to its members, it shall not publish either the total commission negotiated between the listing broker and the seller or any offers of compensation to cooperating brokers. If a relationship is established between the listing broker and a prospective cooperating broker, it is strongly recommended that the terms and conditions be established in writing prior to the time the cooperating broker commences any efforts to produce a prospective purchaser or lessee. None of the foregoing is intended to preclude a CIE from providing, as a matter of local determination, access to information from CIE compilations to affiliate members of associations or to others engaged in recognized fields of real estate practice or in related fields. (Revised 11/04)

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

MLS Policy Statement 7.43: Waivers of MLS Fees, Dues, and Charges

Recurring MLS fees, dues, and charges may be based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by an MLS participant.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participants. MLSs may, at their discretion, require that broker participants sign a certificate of nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.

MLS Policy Statement 7.60: Listings

Maintaining accurate listing data is a critical necessity for achieving the defined purpose of the MLS. Participants and subscribers are required to submit accurate listing data and be required to correct any known errors.

Multiple listing services may require participants to enter into listing agreements using a form other than the form a participant individually chooses to use. Multiple listing services may refuse to accept any listing which fails to adequately protect the interests of the public and other participants, and shall not accept any listing which establishes a contractual relationship between the MLS and a participant's client.

MLS Policy Statement 7.73, Rights of Cooperating Brokers in Presentation of Offers

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.

MLS Policy Statement 7.85, Internet Data Exchange (IDX) Policy

To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution.

***Note: If "sold" information is not publicly accessible, display of sales price may be prohibited. "Publicly accessible" sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its participants' IDX displays publicly accessible sold information maintained by the MLS starting January 1, 2012. (Amended 5/17) M**

MLS Policy Statement 7.90, Real Estate Transaction Standards (RETS) and RESO Standards

The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provide a vendor neutral, secure approach to exchanging listing information between the broker and the MLS. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish Realtor® information as the trusted data source, MLS organizations owned and operated by associations of Realtors® will implement the RESO Standards including: the RESO Data Dictionary by January

1, 2016; the RESO Web API by June 30, 2016 and will keep current by implementing new releases of RESO Standards within one (1) year from ratification. Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance Certification Process. Web API data access provided to participants and subscribers must have no less than the same data available via data access methods such as RETS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard.

MLS Policy Statement 8.0 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

MLS Policy Statement 8.1, Fair Housing

Multiple Listing Services are important tools for furthering fair housing because they facilitate the widespread distribution of accurate property information to all consumers. To that end, MLSs must implement a process for identifying potential violations of fair housing laws, advising participants and subscribers to remove or correct potential violations.

MLS Policy Statement 8.2 Customer Service and Tech Support

The MLS must display customer service and technical support contact information on the MLS website.

MLS Policy Statement 8.3 Right of Participant to MLS Data Feed of Listing Content

A Multiple Listing Service must, upon request, promptly provide an MLS Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all of the Participant's off-market listing content available in the MLS system. The delivery charges for the Participant's listing content shall be reasonably related to the actual costs incurred by the MLS. The data feed must be in compliance with the RESO Standards as provided for in MLS Policy Statement 7.90.

Note: MLSs will not limit the use of the Participant's listing content by the Participant or the Participant's designee.

MLS Policy Statement 8.4 Services Advertised as "Free"

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

MLS Policy Statement 8.5 Non-filtering of Listings

MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the name of a brokerage or agent. **M**

MLS Policy Statement 8.6 One Data Source

MLSs must offer a participant a single data feed in accordance with a participant's licensed authorized uses.

At the request of a participant, MLS must provide the single data feed for that participant's licensed uses to that

participant's designee. The designee may use the single data feed only to facilitate that participant's licensed uses on behalf of that participant. M

MLS Policy Statement 8.7 Brokerage Back Office Feed

That participants are entitled to use, and MLSs must provide to participants, the BBO Data, for BBO Use subject to the Terms below:

"BBO Data" means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.

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

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

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

There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use as defined. "Terms" mean the following:

- MLSs may impose reasonable licensing provisions and fees related to participant's license to use Brokerage Back Office Feed Data. MLSs may require the participant's designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical to the MLS's data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- Use of roster information may be limited by the MLS participation agreement and license agreements.
- Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.
- MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that "Use

of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent." **M**

MLS Policy Statement 8.8 Display of Listing Broker's Offer of Compensation

MLSs must include the listing broker's offer of compensation for each active listing displayed on its consumer-facing website(s) and in MLS data feeds provided to participants and subscribers and must permit MLS participants or subscribers to share such information through IDX and VOW displays or through any other form or format provided to clients and consumers. The information about the offer of compensation must be accompanied by a disclaimer stating that the offer is made only to participants of the MLS where the listing is filed. **M**

MLS Policy Statement 8.9 Property Addresses

Residential listings filed with the MLS must include a property address where one exists at the time the listing is filed. If a property address is unavailable, then the parcel identification number must be submitted at the time the listing is filed. If no address or parcel identification number is available at the time the listing is filed, the listing must, at a minimum, contain a legal description of the property sufficient to describe the location of the property. This information shall be available to participants and subscribers at the time of filing. **M**

IDX (Internet Data Exchange)

IDX FIELD: is a field that gives permission for a listing to be included in the RETS feed and disseminated to member websites and MLS approved 3rd party websites. **See Internet Data Exchange (IDX) sections 18 through 18.3.15 in CWMLS Rules and Regulations for dissemination requirements and disclosures.**

CWMLS COPYRIGHT: "Copyright © 2003 – 2022 Central Wisconsin Multiple Listing Service, Inc. All rights reserved." Must appear on all websites using CWMLS IDX Feeds.

STATE OF LICENSURE DISCLOSURE: NAR's Code of Ethics Standard of Practice 12-9 "REALTOR firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

IDX YES OR NO: Choose "NO" for the IDX field if your seller does not wish to have the listing appear on the internet. Keep in mind that by doing this the listing will not be uploaded to REALTOR.com, member websites or other 3rd party websites.

OBTAINING A RETS FEED: All requests for RETS feeds must be "**Participant Initiated**". The Participant must request the license documents from CWMLS in writing (an email is appropriate). Participants or agents affiliated with a Participant may request a RETS feed to disseminate CWMLS listings to their personal websites or back-end office programs.

RETS feeds for CWMLS approved 3rd party websites can be obtained for "office only" or "agent only" listings subject to additional fees by CWMLS.

INTERNET DATA EXCHANGE (IDX) POLICY: The IDX policy gives MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout this policy, "display" includes "delivery" of such listings.

Associations of REALTORS® and their multiple listing services must enable MLS participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Requests for IDX feeds/downloads must be acted on by the MLS within five (5) business days from receipt, barring extenuating circumstances related to an individual's qualification for MLS Participation, and review of the participant's and vendor's use of the IDX information consistent with the MLS rules, in which case an estimated time of approval or denial must be issued.

For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display, or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer receiving the participant's display will understand the display is the participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear, conspicuous, written or verbal identification of the name of the brokerage firm under which the participant operates, except as otherwise provided for in this policy (e.g., displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules. (Amended 05/15)

To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold* listing data, starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution. Associations and MLSs can also offer alternative display options including framing of board, MLS, or other publicly-accessible sites displaying participants' listings (with permission of the framed site). For purposes of this policy, "downloading" means electronic transmission of data from MLS servers to participants' servers on a persistent or transient basis, at the discretion of the MLS. The MLS's IDX download must be refreshed to accurately reflect all updates and status changes no less frequently than every twelve (12) hours. (Amended 11/15)

***Note:** If "sold" information is not publicly accessible, sold listings can be removed from the MLSs' IDX feeds/downloads. "Publicly accessible" sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its Participants' IDX displays publicly accessible sold information maintained by the MLS starting January 1, 2012. (Amended 05/15)

MLSs that allow persistent downloading of the MLS database by participants for display or distribution on the Internet or by other electronic means may require that participants' websites (1) utilize appropriate security protection, such as firewalls, provided that any security obligations imposed on participants may not be greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of consumer activity on participants' websites and make that information available to the MLS if the MLS has reason to believe that a participant's IDX website has caused or permitted a breach in the security of the data or a violation of MLS

rules related to use by consumers. This policy does not require associations or MLSs to establish publicly accessible sites displaying participants' listings. (Amended 05/12)

Unless state law requires prior written consent from listing brokers, listing brokers' consent for IDX display may be presumed unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit IDX display of that participant's listings, then that participant may not display the aggregated MLS data of other participants on an IDX site.

Alternatively, MLSs may require that participants' consent for IDX display of their listings by other participants be affirmatively established in writing. Even where participants have given blanket authority for other participants' IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. (Amended 05/12)

Access to MLS databases, or any part of such databases, may not be provided to any person or entity not expressly authorized such access under the MLS rules. (Amended 11/09)

Participants' Internet websites and other authorized display mechanisms may also provide other features, information, or services in addition to IDX information (including Virtual Office Website ["VOW"] functions) which are not subject to this policy. (Amended 05/12)

POLICIES APPLICABLE TO PARTICIPANTS' IDX WEBSITES AND DISPLAYS:

1. Participants must notify the MLS of their intention to display IDX information and give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12)
2. MLS participants may not use IDX-provided listings for any purpose other than IDX display. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12)
3. Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly accessible websites or VOWs) shall not be accessible via IDX display. (Amended 05/12)
4. Participants may select the IDX listings they choose to display based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price or type of property (e.g., condominiums, cooperatives, single family detached, multi-family) or type of listing (e.g., exclusive right-to-sell or exclusive agency) Selection of IDX listings to be displayed must be independently made by each participant. (Amended 05/12)
5. Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every twelve (12) hours. (Amended 11/14)
6. Except as provided elsewhere in this policy or elsewhere in an MLS's rules and regulations, an IDX display or participant engaging in IDX display may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 05/12)

7. When displaying listing content, a participant's or user's IDX display must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. This policy acknowledges that certain required disclosures may not be possible in displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of 200 characters or less) or for audio delivery of listing content. Minimal displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from the disclosure requirements only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

8. With respect to any participant's IDX display that

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

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

either or both of those features shall be disabled or discontinued with respect to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued by all participants. Except for the foregoing and subject to paragraph 9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying customers that a particular feature has been disabled at the request of the seller. (Amended 05/12)

9. Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. The participant shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the participant shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12)

10. An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

11. Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 05/15)

12. An MLS participant's IDX display must identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. (Amended 11/17)

POLICIES APPLICABLE TO MULTIPLE LISTING SERVICES:

MLSs must designate compensation fields as non-confidential and make them available for display via participants' and subscribers' IDX and VOW displays.

1. prohibit display of expired, withdrawn, or sold listings* (Amended 11/15)
2. prohibit display of confidential information fields intended for cooperating brokers rather than consumers including showing instructions and property security information, etc.
3. prohibit display of the type of listing agreement, e.g., exclusive right to sell, exclusive agency, etc.
4. prohibit display of seller's(s') and occupant's(s') name(s), phone number(s), and e-mail address(es)
5. require that any display of other participants' listings indicate the source of the information being displayed
6. require that other brokers' listings obtained from other sources, e.g., from other MLSs, from non-participating brokers, etc., display the source from which each such listing was obtained
7. require participants to indicate on their websites and in any other IDX display that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. (Amended 05/12)
8. establish reasonable limits on the amount of data/number of listings that consumers may retrieve or download in response to an inquiry. Such number shall be determined by the MLS, but in no instance may the limit be fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is less. (Amended 11/17)
9. limit the right to display other participants' listings to a participant's office(s) holding participatory rights in the same MLS.
10. require a notice on all MLS data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the MLS. Participants' IDX sites and displays may also include other disclaimers necessary to protect the participant and/or the MLS from liability. (Amended 05/12)

This policy acknowledges that the disclosures required under Subsections 5, 6, 7, 8, 9 and 12 (above) may not be possible in displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of 200 characters or less) or for audio delivery of listing content. Minimal displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from the disclosure requirements only when all required

disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

ELECTRONIC DISPLAY OF OTHER PARTICIPANT’S LISTINGS: MLSs may, but are not required to, give participants the ability to authorize electronic display of their listings by other participants outside the context of the Internet Data Exchange (“IDX”) policy and rules and the Virtual Office Website (“VOW”) policy and rules.

Participants may not be required to consent to display or distribution of their listings through non-IDX and non-VOW channels as a condition of participation in MLS or as a condition of participation in IDX, except as otherwise provided for in the IDX rules. Electronic display and distribution pursuant to this policy contemplates, but is not limited to, Short Message Services (“SMS”)/texting technologies, and interactive “social media.” All electronic displays and/or distribution of other participants’ listings conducted pursuant to this policy must comply with state law and regulations and applicable rules.

Displays addressed by this policy may be subject to technological limitations on disabling/discontinuing third-party comments/reviews, disabling/discontinuing automated displays of market value, “refreshing” displays on a periodic basis, and possibly other issues which should be taken into consideration when developing rules and policies governing such displays. (Adopted 11/12)

POLICY GOVERNING USE OF MLS DATA IN CONNECTION WITH INTERNET BROKERAGE SERVICES OFFERED BY MLS PARTICIPANTS (“VIRTUAL OFFICE WEBSITES”)

I. Definitions and Scope of Policy.

1. For purposes of this Policy, the term Virtual Office Website (“VOW”) refers to a Participant’s Internet website, or a feature of a Participant’s Internet website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS data, subject to the Participant’s oversight, supervision, and accountability.

a. A Participant may designate an Affiliated VOW Partner (“AVP”) to operate a VOW on behalf of the Participant, subject to the Participant’s supervision and accountability and the terms of this Policy.

b. A non-principal broker or sales licensee, affiliated with a Participant, may, with the Participant’s consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the Participant’s supervision and accountability and the terms of this Policy.

c. Each use of the term “Participant” in this Policy shall also include a Participant’s non-principal brokers and sales licensees (with the exception of references in this section to the “Participant’s consent” and the “Participant’s supervision and accountability,” and in section III.10.a, below, to the “Participant acknowledges”). Each reference to “VOW” or “VOWs” herein refers to all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an AVP.

2. The right to display listings in response to consumer searches is limited to display of MLS data supplied by the MLS(s) in which the Participant has participatory rights. This does not preclude a firm with offices participating in different MLSs from operating a master website with links to such offices' VOWs.
3. Participants' Internet websites, including those operated for Participants by AVPs, may also provide other features, information, or services in addition to VOWs (including the Internet Data Exchange ("IDX") function).
4. The display of listing information on a VOW does not require separate permission from the Participant whose listings will be available on the VOW.
5. Except as permitted in Sections III and IV, MLSs may not adopt rules or regulations that conflict with this Policy or that otherwise restrict the operation of VOWs by Participants.

II. Policies Applicable to Participants' VOWs.

1. A Participant may provide brokerage services via a VOW that include making MLS active listing data available, but only to consumers with whom the Participant has first established a lawful consumer-broker relationship, including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreement(s).
2. A Participant's VOW must obtain the identity of each Registrant and obtain each Registrant's agreement to Terms of Use of the VOW, as follows:
 - a. A Registrant must provide his or her name and a valid email address. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection c below). The Registrant may be permitted to access the VOW only after the Participant has verified that the email address provided is valid and that Registrant received the Terms of Use confirmation.
 - b. The Registrant must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW. The user name and password may be established by the Registrant or may be supplied by the Participant, at the option of the Participant. An email address may be associated with only one user name and password. The Registrant's password and access must expire on a date certain but may be renewed. The Participant must at all times maintain a record of the name and email address supplied by the Registrant, and the username and current password of each Registrant. Such records must be kept for not less than 180 days after the expiration of the validity of the Registrant's password. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more Registrants, the Participant shall, upon request, provide to the MLS a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any Registrant identified by the MLS to be suspected of involvement in the violation.
 - c. The Registrant must be required affirmatively to express agreement to a "Terms of Use" provision that requires the Registrant to open and review an agreement that provides at least the following:

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii. That all data obtained from the VOW is intended only for the Registrant's personal, non-commercial use;
- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- iv. That the Registrant will not copy, redistribute, or retransmit any of the data or information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property;
- v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

After the Registrant has opened for viewing the Terms of Use agreement, a "mouse click" is sufficient to acknowledge agreement to those terms. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant.

The Terms of Use agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW.

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

3. A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about properties displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

4. A Participant's VOW must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.

5. A Participant's VOW must comply with the following additional requirements:

a. No VOW shall display listing or property address of any seller who have affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to the MLS that a seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listing or property address of a seller who has determined not to have the listing or address for its property displayed on the Internet.

b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that conforms to the form attached to this Policy as Appendix A. The Participant shall retain such forms for at least one year from the date they are signed.

c. With respect to any VOW that:

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

(ii) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, the VOW shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Except for the foregoing and subject to subparagraph (d), a Participant's VOW may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled "at the request of the seller."

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

e. Each VOW shall refresh MLS data available on the VOW not less frequently than every 3 days.

f. Except as provided elsewhere in this Policy or in MLS rules and regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.

g. Every VOW must display a privacy Policy that informs Registrants of the ways in which information obtained from them will be used.

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

6. A Participant who intends to operate a VOW must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with this Policy and any other applicable MLS rules or policies.

7. A Participant may operate more than one VOW itself or through an AVP. A Participant who operates a VOW itself shall not be precluded from also operating VOWs in conjunction with AVPs.

III. Policies Applicable to Multiple Listing Services

1. A Multiple Listing Service shall permit MLS Participants to operate VOWs, or to have VOWs operated for them by AVPs, subject to the requirements of state law and this Policy.

2. An MLS shall, if requested by a Participant, provide basic "downloading" of all MLS non-confidential listing data, including without limitation address fields, listings types, photographs, and links to virtual tours. Confidential data includes only that which Participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in paragraph IV(1) of this Policy, provided that sales prices may be deemed confidential and withheld from display. An MLS shall, if

requested by a participant, provide basic downloading of all MLS non- confidential listing data, including, without limitation, address fields, listing types, photographs, and links to virtual tours. Confidential data includes only that which participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in Section IV.1. of this policy, provided that sales prices may be deemed confidential and withheld from display. For purposes of this Policy, “downloading” means electronic transmission of data from MLS servers to a Participant’s or AVP’s server on a persistent basis. An MLS may also offer a transient download. In such case, it shall also, if requested, provide a persistent download; provided that it may impose on users of such download the approximate additional costs incurred by it to do so.

3. This Policy does not require an MLS to establish publicly accessible sites displaying Participants’ listings.
4. If an MLS provides a VOW-specific feed, that feed must include all of the non-confidential data included in the feed described in paragraph 2 above except for listings or property addresses of sellers who have elected not to have their listings or addresses displayed on the Internet.
5. An MLS may pass on to those Participants who will download listing information the reasonably estimated costs incurred by the MLS in adding or enhancing its “downloading” capacity to enable such Participants to operate VOWs.
6. An MLS may require that Participants:
 - a. utilize appropriate security protection, such as firewalls, as long as such requirement does not impose security obligations greater than those employed concurrently by the MLS, and/or
 - b. maintain an audit trail of Registrants’ activity on the VOW and make that information available to the MLS if the MLS has reason to believe that any VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules.
7. An MLS may not prohibit or regulate display of advertising or the identification of entities on VOWs (“branding” or “co-branding”), except to prohibit deceptive or misleading advertising or co-branding. For purposes of this provision, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a VOW established and operated by or for more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.
8. Except as provided in this Policy, an MLS may not prohibit Participants from enhancing their VOWs by providing information obtained from sources other than the MLS, additional technological services (such as mapping functionality), or information derived from non-confidential MLS data (such as an estimated monthly payment derived from the listed price), or regulate the use or display of such information or technological services on any VOW.
9. Except as provided in generally applicable rules or policies (such as the Realtor® Code of Ethics), an MLS may not restrict the format of data display on a VOW or regulate the appearance of VOWs.
10. Subject to the provisions below, an MLS shall make MLS listing data available to an AVP for the exclusive purpose of operating a VOW on behalf of a participant. An MLS shall make MLS listing data available to an AVP under the same terms and conditions as those applicable to participants. No AVP has independent participation rights in the MLS by virtue of its right to receive data on behalf of a participant or the right to use

MLS data, except in connection with operation of a VOW for a participant. AVP access to MLS data is derivative of the rights of the participant on whose behalf the AVP is downloading data.

- a. A participant, non-principal broker or sales licensee, or AVP may establish the AVP's right to receive and use MLS data by providing to the MLS a writing in which the participant acknowledges its or its non-principal broker's or sales licensee's selection of the AVP to operate a VOW on its behalf.
- b. An MLS may not charge an AVP, or a participant on whose behalf an AVP operates a VOW, more than a participant that chooses to operate a VOW itself (including any fees or costs associated with a license to receive MLS data, as described in Subsection g., below), except to the extent that the MLS incurs greater costs in providing listing data to the AVP than the MLS incurs in providing listing data to a participant.
- c. An MLS may not place data security requirements or restrictions on use of MLS listing data by an AVP that are not also imposed on participants.
- d. An MLS must permit an AVP to download listing information in the same manner (e.g., via a "Real Estate Transaction Standard" [RETS] feed or via a "File Transfer Protocol" [FTP] download), at the same times and with the same frequency that the MLS permits participants to download listing information.
- e. An MLS may not refuse to deal directly with an AVP in order to resolve technical problems with the data feed. However, the MLS may require that the participant on whose behalf the AVP is operating the VOW participate in such communications if the MLS reasonably believes that the involvement of the participant would be helpful in order to resolve the problem.
- f. An MLS may not condition an AVP's access to a data feed on the financial terms on which the AVP provides the site for the participant.
- g. An MLS may require participants and AVPs to execute license or similar agreements sufficient to ensure that participants and AVPs understand and agree that data provided by the MLS may be used only to establish and operate a VOW on behalf of the participant and not for any other purpose.
- h. An MLS may not:
 - i. prohibit an AVP from operating VOWs on behalf of more than one participant, and several participants may designate an AVP to operate a single VOW for them collectively,
 - ii. limit the number of entities that participants may designate as AVPs for purposes of operating VOWs, or
 - iii. prohibit participants from designating particular entities as AVPs, except that, if an AVP's access has been suspended or terminated by an MLS, that MLS may prevent an entity from being designated an AVP by another participant during the period of the AVP's suspension or termination.
- i. Except as stated below, an MLS may not suspend or terminate an AVP's access to data:
 - i. for reasons other than those that would allow an MLS to suspend or terminate a participant's access to data, or
 - ii. without giving the AVP and the associated participant(s) prior notice and the process set forth in the applicable provisions of the MLS rules for suspension or termination of a participant's access.

Notwithstanding the foregoing, an MLS may immediately terminate an AVP's access to data:

- i. if the AVP is no longer designated to provide VOW services to any participant,
 - ii. if the participant for whom the AVP operates a VOW ceases to maintain its status with the MLS,
 - iii. if the AVP has downloaded data in a manner not authorized for participants and that hinders the ability of participants to download data, or
 - iv. if the associated participant or AVP has failed to make required payments to the MLS in accordance with the MLS' generally applicable payment policies and practices.
11. An MLS may not prohibit, restrict, or impede a participant from referring Registrants to any person or from obtaining a fee for such referral.

IV. Requirements That MLSs May Impose on the Operation of VOWs and Participants.

1. An MLS may impose any, all, or none of the following requirements on VOWs but may impose them only to the extent that equivalent requirements are imposed on Participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms:
 - a. A participant's VOW may not make available for search by or display to Registrants the following data, intended exclusively for other MLS participants and their affiliated licensees:
 - i. expired, withdrawn, or pending listings
 - ii. sales price on sold data if the actual sales price of completed transactions is not accessible from public records.
 - iii. the type of listing agreement, i.e., exclusive-right-to-sell or exclusive agency
 - iv. the seller(s) and occupant(s) name(s), phone number(s) and e-mail address(es), where available
 - v. instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property
 - b. The content of MLS data that is displayed on a VOW may not be changed from the content as it is provided in the MLS. MLS data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such other data or information is clearly identified. This requirement does not restrict the format of MLS data display on VOWs or display of fewer than all of the listings or fewer authorized data fields.
 - c. There shall be a notice on all MLS data displayed indicating that the data is deemed reliable, but is not guaranteed accurate by the MLS. A participant's VOW may also include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.
 - d. Any listing displayed on a VOW shall identify the name of the listing firm and the email or phone number provided by the listing participant in a readily visible color, and reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

- e. The number of current or, if permitted, sold listings that Registrants may view, retrieve, or download on or from a VOW in response to an inquiry may be limited to a reasonable number. Such number shall be determined by the MLS, but in no event may the limit be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less.
 - f. Any listing displayed on a VOW shall identify the name of the listing agent.
2. An MLS may also impose the following other requirements on the operation of VOWs.
- a. Participants displaying other brokers' listings obtained from other sources, e.g., other MLSs, non-participating brokers, etc., shall display the source from which each such listing was obtained.
 - b. A maximum period, no shorter than ninety (90) days and determined by the MLS, during which Registrants' passwords are valid, after which such passwords must be changed or reconfirmed.
3. An MLS may not prohibit participants from downloading and displaying or framing listings obtained from other sources, e.g., other MLSs or from brokers not participating in that MLS, etc., but may require either:
- a. that such information be searched separately from listings obtained from other sources, including other MLSs, or
 - b. if such other sources are searched in conjunction with searches of the listings available on the VOW, that any display of listings from other sources identify such other source.

V. EFFECTIVE DATE

MLSs have until not later than [90 DAYS AFTER ENTRY OF THE FINAL JUDGMENT] to adopt rules implementing the foregoing policies and to comply with the provisions of section III above, and (2) Participants shall have until not later than 180 days following adoption and implementation of rules by an MLS in which they participate to cause their VOW to comply with such rules.

See Appendix A for Seller Opt-Out Form

SELLER OPT-OUT FORM

4. Check one.
- a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
 - b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
5. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

Initials of Seller

CENTRAL WISCONSIN MULTIPLE LISTING SERVICE, INC.

Bylaws

Article 1 – Name

The name of this organization shall be the Central Wisconsin Multiple Listing Service of the Central Wisconsin Board of REALTORS, Inc., hereinafter referred to as the Service, all the shares of stock of which are solely and wholly-owned by the Central Wisconsin Board of REALTORS.

Article 2 – Purposes

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; information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analysis, 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 participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease).

Article 3 - Service Area

The area within which the Service shall function shall at all times be coextensive with or within the territorial jurisdiction of the Central Wisconsin Board of REALTORS.

Article 4 - Participation

Participation: Any REALTOR® of this or any other Board 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 Multiple Listing Service “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 a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended 11/08)

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 service by all persons affiliated with the participant who utilize the service.

Mere possession of a broker's license is not sufficient to qualify for MLS 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 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 ongoing basis during the operation of the participant's real estate business. The “actively” requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law. (Adopted 11/08)

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 an MLS to deny participation to a participant or potential participant that operates a “Virtual Office Website” (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. An MLS 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 MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants. (Adopted 11/08)

Note: Mere possession of a broker's license is not sufficient to qualify for MLS 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 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 ongoing basis during the operation of the Participant's real estate business. The „actively” requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to 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 an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website (“VOW”) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS 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 MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so.

The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. (Adopted 11/08)

1. Application for Participation

Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors of the Service and made available to any REALTOR principal of this or any other Board 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.

2. Discontinuance of Service

Participants of the Service may discontinue the Service by giving the Service 30 days written notice and may reapply to the Service by making formal application in the manner prescribed for new applicants for participation provided all past dues and fees are fully paid.

3. Subscribers

Subscribers (or users) of the MLS include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with Participants. (Optional provision: Subscribers also include affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers who are under the direct supervision of an MLS Participant or the Participant's licensed designee.)

4. Lender Affiliate Access:

Sold data access to the CWMLS database is available to lender affiliates that have entered into agreement with CWMLS with the qualifications of payment of required dues and fees and agreement of the Bylaws and Rules and Regulations of CWMLS.

Article 5 - Service Charges

The charges made for Participation in the Service shall be as determined, and as amended from time to time, by the Board of Directors of the Service, and specified in the Rules and Regulations of the Service.

Article 6 - Governing Body

A - Government of the Service

The government of the Service shall be vested in a Board of Directors comprised of the elected Officers and Directors nominated and elected as described in this Article.

B - Officers of the Service

The Officers of the Service, who shall also be Directors, shall be a President, a Vice President, and a Secretary/Treasurer, and shall have such duties as described in this Article.

C - Board of Directors

There shall be a total of 11 elected Directors, including the President, Vice President, and Secretary/Treasurer of the Service, to be elected from among the Participants of the Service, except that not more than 3 Directors may be elected from among REALTORS other than Participants or from REALTOR-Associates who are Affiliated with Participants and serve with consent of the Participants as representatives of the Participants with whom they are affiliated. In addition to the elected Directors, the current President of the Central Wisconsin Board of REALTORS or a person appointed by the President, and the immediate Past President of the Service shall serve as Directors, ex-officio, with full voting privileges.

D - Nomination and Election of Officers and Directors

The Officers and Directors of the Service shall be nominated by a vote of the Participants in the Service in accordance with the provisions of Article 7 (Meetings) of these Bylaws and as set forth below.

1. Nominating Committee

The President of the Service shall appoint a Nominating Committee each year, which Committee shall be comprised of 3 Participants of the Service consisting of the President, President Elect and two (2) Directors. The appointment of the Nominating Committee shall

be made by such a date as to enable the Committee to meet and select a proposed slate of Officers and Directors of the Service not more than 45 nor less than 15 days prior to the date of the meeting of the Participants of the Service at which nominees shall be selected by vote of the Participants. The proposed slate of Officers and Directors shall be reported to the President and Secretary of the Service.

2. Notice of Proposed Nominees

The President shall cause a list of the proposed nominees selected by the Nominating Committee to be forwarded to the Participants of the Service, setting forth the time, place, and other pertinent conditions of the meeting to select the final list of nominees by vote of the Participants of the Service. The notice to the Participants of the Service concerning the meeting to select nominees for Officers and Directors shall be contacted on a date at least 7 days prior to the proposed meeting.

3. Rights of Participants to Select Additional Nominees

The names of additional proposed nominees may be added to the list selected by the Nominating Committee by a petition submitted to the Secretary of the Service by 10% of the Participants of the Service, with said petition received not less than 15 days prior to the date of meeting of the Participants to select nominees for Officers and Directors. The names contained in such petition, if duly received and certified, shall be presented in writing to the Participants at the meeting to select nominees as additional nominees for consideration for such office as specified in the petition. In addition, nominations may be made from the floor at the duly noticed meeting of the Participants to select nominees for Officers and Directors and, if seconded, shall be added to the list of proposed nominees.

4. Voting by Absentee Ballot

Election shall be by ballot. Should a Member be unable to attend the Annual meeting or any meeting in which an election is held or be unable to vote during the open election period prior to the meeting and wish to cast an absentee ballot, notice must be given to the Administrator of the MLS in writing. All absentee ballots must be returned to the Administrator in a sealed envelope no later than one day preceding the election.

5. Voting by Written Secret Ballot

Voting for selection of nominees, if other than on a motion to cast a unanimous vote for the original proposed slate, shall be by secret ballot and said ballot shall contain blank spaces for writing in additional names proposed by petition or from the floor at the meeting to select nominees.

6. Vote to Select Nominees

Voting shall be in accordance with provisions of Article 4 of these Bylaws.

7. Nominees Submitted to Shareholder for Election

When nominees for Officers of the Service for the forthcoming fiscal year have been selected by vote of the Participants of the Service, such nominees shall be submitted to the Board of Directors of the Central Wisconsin Board of REALTORS, (shareholder) for election. Upon election by the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder), the individuals so elected shall be considered Officers-elect and shall assume their respective offices on the 1st day of October.

The term of office for Officers and Directors of the Service shall be on a fiscal year basis. In the event that one (1) or more nominee(s) is/are not elected by the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder), and upon notice of such failure of election, the President of the

Service shall select a proposed Participant or Participants, as required, subject to confirmation by the Board of Directors, for submission as nominee(s) to the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder) to be considered for election to fill the vacancy or vacancies existing.

In the event that nominees are not duly and timely provided by the Service to the Board of Directors of the Central Wisconsin Board of REALTORS, as provided in these Bylaws, then the Board of Directors of the Central Wisconsin Board of REALTORS shall exercise rights as sole and exclusive shareholder to elect a Participant or Participants of the Service to fill any existing vacancy or vacancies as Officers or Directors of the Service.

E - Term of Office

The Officers shall serve for a one-year term. The elected Directors shall serve for staggered two-year terms with one-half of the terms expiring each year. Officers and Directors shall take office upon the effective date of their offices and shall continue until their successors are elected, qualified, and installed. No Officer or Director shall be nominated and elected to the same office for more than three consecutive terms.

F - Duties of Officers and Directors

The duties of the Officers and Directors follow.

1. The President shall be the chief executive officer of the Service and shall preside at its meetings and those of the Board of Directors, and shall perform all the duties of President subject to declared policies and, as required, subject to confirmation of the Board of Directors.
2. The Vice President shall, in the absence of the President, perform all of the duties of the President.
3. The Secretary/Treasurer shall be the custodian of the funds of the Service and shall keep an accurate record of all receipts and disbursements. The Secretary/Treasurer shall provide to all Members of the Board of Directors a quarterly statement of all accounts and financial affairs for the Service, and shall have charge of the corporate seal and affix the name to all documents properly requiring such seal.
4. The Board of Directors of the Service shall be the governing body of the Service and shall have control of all the affairs of the Service and shall authorize all expenditures of funds. The Board of Directors shall, prior to the end of each fiscal year, prepare a budget reflecting projected costs and expenses of the Service for the next fiscal year, indicating projected income from all sources. The budget shall be submitted to the Participants of the Service for approval on a date no later than 30 days prior to the first day of the next fiscal year. The Board of Directors shall not incur an obligation in excess of \$2500.00 over the total budget without the authorization by vote of a majority of the Directors of the Central Wisconsin Board of REALTORS, present and voting unless such excess is the result of an increase in the volume of listings processed by the Service over that projected in preparing the annual budget. The Board of Directors shall employ such executive, legal, and office personnel it deems necessary to care for and maintain the properties of the Service and otherwise conduct the administrative business of the Service. The Board of Directors shall have the right to make an audit of all books and accounts at any time without notice. The Board of Directors shall have the power from time-to-time to adopt such rules and regulations that they may deem appropriate subject to final approval of the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder). Except as otherwise provided in these Bylaws and Rules and Regulations, the action of the Board of Directors shall be final.

G. - Removal of Officers and Directors:

In the event that an Officer or Director of the Multiple Listing Service is deemed to be incapable of fulfilling the duties for which elected, but will not resign from office voluntarily, the Officer or Director may be removed from office under the following procedure.

1. A petition requiring the removal of an Officer or Director and signed by not less than one-third of the Participants or a majority of all Directors of the MLS shall be filed with the President of the MLS, or if the President is the subject of the petition, with the next-ranking officer, and shall specifically set forth the reasons the individual is deemed to be disqualified from further service.
2. Upon receipt of the petition, and not less than twenty (20) days or more than forty-five (45) days thereafter, a special meeting of the Participants of the MLS shall be held, and the sole business of the meeting shall be to consider the charge against the Officer or Director, and to render a decision on such petition.
3. The special meeting shall be noticed to all Participants at least ten (10) days prior to the meeting, and shall be conducted by the President of the MLS unless the President's continued service in office is being considered at the meeting. In such case, the next-ranking officer will conduct the meeting or the hearing by the Participants. Provided a quorum is present, a three-fourths vote of Participants present and voting shall be required for removal from office.
4. Any vote taken by the Participants to remove an Officer or Director must ultimately be confirmed by a majority vote of the Directors of the shareholder(s). Notwithstanding the foregoing, the shareholder(s) may remove an Officer or Director by a majority vote of the Directors of the shareholder(s).
5. Any Officer/Director of the service who fails to attend two (2) regular or special meeting of the service without excuse acceptable to the MLS Board of Directors after review, shall be deemed to have resigned from the Service and the vacancy shall be filled herein provided for original appointees.

Article 7 - Meetings

A - Annual Meeting

The annual meeting of Participants of the Service shall be held during the month of July or August, at the time and place specified by the Board of Directors of the Service.

B - Special Meetings of the Service

Special meetings of Participants of the Service may be called from time to time by the President, the Board of Directors, or by 20% of the Participants of the Service. Written notice stating the day, place, and hour of the meeting, the purpose or purposes for which the meeting is called, shall be delivered to all REALTORS who are Participants in the Service not less than 7 days prior to said meeting.

C - Quorum and Voting at Meetings of the Service

For the transaction of business, 20% of the Participants of the Service shall be considered a quorum. A majority vote by such Participants present and voting at a meeting attended by a quorum shall be required for passage of motions.

D - Meeting of the Board of Directors

The Board of Directors may meet at any time it deems advisable on the call of the President or any 4 Members of the Board of Directors. Five (5) Directors shall constitute a quorum. A majority vote by the Directors present and voting at a meeting attended by a quorum shall be required for passage of motions.

E - Presiding Officer

At all meetings of the Participants of the Service, or of the Board of Directors, the President or, in the absence of the President, the Vice President shall serve as presiding officer. In the absence of the President and Vice President, the President shall name a temporary Chairperson or, upon the President's failure to do so, the Board of Directors of the Service shall appoint a temporary Chairperson.

F - Electronic Transaction of Business. To the fullest extent permitted by law, the Board of Directors or membership may conduct business by electronic means.

Article 8 - Committees

The President, with the approval of the Board of Directors, shall create such standing or ad hoc Committees as the President deems desirable and shall appoint their Members. Each Committee shall consist of not less than 1 Participant in the Service, but may also include REALTORS or REALTOR-Associates, employed by or affiliated as independent contractors with a REALTOR Participant serving as a representative of said REALTOR Participants and with their consent, and who may serve either as a Chairperson or Member of a Committee.

Article 9 - Fiscal Year

The fiscal year of the Service shall commence on October 1st and shall end on September 30th.

Article 10 - Amendments

A - Amendments to Bylaws

Amendments to these Bylaws shall be by the Participants of the Service, and shall be determined at an Annual Meeting or Special Meeting of the Service in accordance with the provisions of Article 7(B) concerning Meetings of the Service. Amendments to the Bylaws of the Service approved by the Participants shall further be subject to approval of the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder).

When amendments to the Bylaws of the Service have been approved by the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder), said amendments shall be effective immediately or as stated in the amending resolution.

If the proposed amendments to the Bylaws of the Multiple Listing Service fail approval of the Board of Directors of the shareholder, the Board of Directors of the Multiple Listing Service shall be informed, and advised that the proposed amendment or amendments to Bylaws be further considered and resubmitted to the shareholder as approved by the Participants of the Multiple Listing Service.

B - Amendments to Rules and Regulations

Amendments to the rules and regulations of the Service shall be by consideration and approval of the Board of Directors of the Multiple Listing Service in accordance with the provisions of Article 7(D) concerning Meetings of the Board of Directors, subject to final approval by the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder). When approved by the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder) as described, the amendments to the Rules and Regulations of the Multiple Listing Service shall be effective immediately or as stated in the amending resolution.

If the proposed amendments of the Multiple Listing Service rules and regulations fail approval by the Board of Directors of the shareholder, the Board of Directors of the Multiple Listing Service shall be informed, and advised that the proposed amendment or amendments must be further considered and resubmitted as approved by the Board of Directors of the Multiple Listing Service of Board of REALTORS (shareholder).

Article 11 - *Dissolution*

In the event this Service shall at any time terminate its activities, the Board of Directors of the Service shall consider and adopt a plan of liquidation and dissolution with the approval of the Participants thereof and of the Board of Directors of the Central Wisconsin Board of REALTORS (shareholder). Said plan shall provide for the collection of all assets, the payment of all liabilities, and that the remaining portions thereof be assigned to the parent corporation, namely, Central Wisconsin Board of REALTORS.

Revised January 17, 2022

Submitted to NAR for Approval January 17, 2022

Approved: January 17, 2022

CITATION SCHEDULE

CWBR CITATION POLICY

Associations adopting this Citation Policy model must also adopt a “Citation Schedule” of potential violations covered, and must specify the fines that apply to those violations. Information about the Ethics Citation Program, including the Citation Schedule, will be provided as part of the information sent to potential complainants considering filing ethics complaints with the association.

Associations adopting this Citation Policy shall establish a Citation Panel, comprised of at least three (3) individuals, who will review complaints to determine eligibility for the citation program and the appropriate citations. It is recommended that the Citation Panel be a subset of the association’s Professional Standards Committee, and that the individuals on the Citation Panel have a high level of experience in hearing professional standards cases.

Complaints must be filed within one hundred eighty (180) days after the facts constituting the matter complained of could have been known in the exercise of reasonable diligence or within one hundred eighty (180) days after the conclusion of the transaction or event, whichever is later.

Any citation policy adopted by local or state associations after approval of this policy by the NAR Board of Directors cannot cite violations based on Articles or Standards of Practice other than those spelled out in this policy, cannot impose fines in excess of those in the policy, and cannot be utilized more frequently than provided for in this policy.

Initial Review by Grievance Committee and Citation Panel

- I. When a Grievance Committee receives a written ethics complaint, it will review the complaint consistent with Sections 19 and 20 of the current NAR *Code of Ethics and Arbitration Manual*. The Grievance Committee may add or delete articles or respondents at this stage in the proceedings.
- II. If the Grievance Committee determines that the complaint should be forwarded for a hearing, the Grievance Committee will first forward the complaint to the Association’s Citation Panel to determine if it includes allegations covered by the Citation Schedule, i.e., if it is a “citable offense”.
 - A. If the complaint does not include alleged violations included in the Citation Schedule, or it includes some covered by the Citation Schedule and some that are not, the complaint shall be referred to the Professional Standards Committee for hearing consistent with the policies and procedures set forth in the *Code of Ethics and Arbitration Manual* for ethics hearings.
 - B. If the complaint includes *only* allegations of violations included in the Citation Schedule, the Citation Panel will issue a citation and impose discipline consistent with the association’s Citation Schedule. In the event the members of the Citation Panel determine the conduct described in the complaint is sufficiently egregious to warrant a hearing rather than a citation, the complaint shall be referred to the Professional Standards Committee for hearing consistent with the policies and procedures set forth in the *Code of Ethics and Arbitration Manual* for ethics hearings.
 - C. When an ethics complaint and an arbitration request arising out of the same facts and circumstances are filed at the same time, the arbitration hearing shall be held first, and the citation(s) issued or ethics hearing held after the conclusion of the arbitration hearing consistent with Professional

Issuance of Citations

- I. Citations will be sent to respondents. A copy of the citation shall also be sent to the REALTOR® principal of respondents' office. If the respondent changes firms before or after the complaint is filed but before the citation is issued, both the former and current REALTOR® principal will receive a copy of the citation.
 - A. Staff will prepare a written summary of the complaint and the summary will be included with the citation to give the respondent sufficient information to understand the basis of the citation.
 - B. *At the option of the association*, the complaint itself may be provided to the respondent, including the identity of the complainant. *Alternatively*, the complaint itself and the identity of the complainant may be kept confidential and unavailable to the respondent. The practice of the association should be established in advance and followed consistently. If an association has adopted the practice of allowing the identity of the complainant to be kept confidential, the complainant shall be advised when filing a complaint that their identity will not remain confidential should the respondent request a hearing.
- II. The respondent will have twenty (20) days from transmission of the citation to request a full due process hearing on the complaint.
 - A. If the respondent does not reply within ten (10) days of transmission of the citation, a notice shall be transmitted to the respondent reminding the respondent of the deadline for requesting a hearing.
 - B. If the respondent accepts the citation, or if the respondent does not request a hearing within twenty (20) days of transmission of the citation, this shall be deemed to be a final resolution of the complaint, which shall not be appealable or subject to any further review.
 - C. If the respondent accepts the citation, or if the respondent does not request a hearing within twenty (20) days of transmission of the citation, payment must be received by the association no later than five (5) days after the time period to request a hearing has elapsed.
 1. The case will be deemed to be closed upon receipt of payment, and notice will be provided to the complainant that a citation has been issued and paid.
 2. Failure to pay the citation amount within five (5) days after the time period to request a hearing has expired will result in the automatic suspension of membership until the citation has been paid.
 - D. If the respondent requests a hearing within the time specified, the complaint shall be referred for hearing. The complainant who initially filed the complaint shall be given the option to proceed as the complainant for the purposes of the hearing and will be afforded all due process rights provided for in the *Code of Ethics and Arbitration Manual*. Should the complainant be a member of the public who refuses or is unable to participate in the hearing, or should the complainant be a

REALTOR[®] member who refuses or is unable to participate in the hearing, the provisions of Section 21(f)(3) in the NAR *Code of Ethics and Arbitration Manual* shall apply.

- E. Associations should determine in advance what information will be provided to complainants prior to citations being issued and paid, or respondents requesting a hearing, including the point at which complainants will be notified of the status of their complaint, and what information will be provided to complainants about citations issued, including the amount of any fine. These procedures should be established in advance and followed consistently.

Limitations

- I. Any REALTOR[®] is limited in the number and type of citations that he/she may receive, according to the following rules:
 - A. No more than two (2) citations will be issued to a member within a consecutive twelve (12) month period, starting on the date the first complaint was filed, at the same association.
 - B. No more than three (3) citations will be issued to a member within a consecutive thirty-six (36) month period, starting on the date the first complaint was filed, at the same association.
 - C. No additional citations are permitted where the cumulative fine for the citations issued would be more than \$5000.00 in any three (3) year period at the same association.
 - D. Associations may, at their discretion, adopt an escalating fine schedule for repeat citations. If an escalating fine schedule is used, the citation panel may only consider the past citations for the particular conduct alleged in the complaint.
- II. The fact that a respondent has previously been issued a citation for any violation – whether or not it was paid – shall not be admissible in any ethics or arbitration hearing, including a hearing to consider a complaint where the respondent rejected a citation and requested a hearing. A hearing panel may consider citations previously issued to the respondent for the purpose of determining appropriate discipline as provided in Subsection IV below.
- III. Citations will not be considered in any publication of violations should such rules be adopted by the association.
- IV. Where a hearing panel finds a violation of the Code of Ethics after a hearing, it may consider past citations in determining an appropriate sanction only if the citation was issued for the same violation at issue in the hearing. By way of example, if a citation was issued for failure to disclose a dual or variable rate commission under Standard of Practice 3-4, that citation could not be considered if a hearing panel later found a violation of Article 3 on some other grounds. Hearing panels will not be informed of past citations for other violations.
- V. Association staff will track the number of citations issued, the number of citations paid, and the violations for which citations were issued. This information may be provided in the aggregate to the

Board of Directors, but will not include details about the complaints, nor identify the complainants or respondents.

- VI. The allegations, discussions and decisions made in the citation process are confidential and shall not be reported or published by the board, any member of a tribunal, or any party under any circumstances except those established in Limitations, Section V of this policy and the *Code of Ethics and Arbitration Manual* of the National Association as from time to time amended.
Adopted by CWBR January 18, 2016

CWBR Citation Schedule of Fines
(Blue areas denote added articles to the Citation Schedule)

	Applicable Article and Standard of Practice	Fine	Ethics Training available in lieu of or in addition to fine?
Article 1			
Failure to fully disclose and obtain consent from both parties when representing both the seller/landlord and buyer/tenant in the same transaction	Article 1, supported by Standard of Practice 1-5	\$500	2 nd violation will be the fine in addition to Ethics Training
Failure to submit offers and <u>counter-offers</u> objectively and as quickly as possible	Article 1, supported by Standard of Practice 1-6	\$500	2 nd violation will be the fine in addition to Ethics Training
Failure on the part of a listing broker to provide, as soon as practical, written affirmation that an offer was presented or written notification that the seller/landlord has waived the obligation to have the offer presented, upon written request of a cooperating broker submitting an offer.	Article 1, supported by Standard of Practice 1-7	\$500	2 nd violation will be the fine in addition to Ethics Training
Failure to advise sellers/landlords of information specified in Standard of Practice 1-12 prior to <u>entering into</u> a listing contract	Article 1, supported by Standard of Practice 1-12	\$500	2 nd violation will be the fine in addition to Ethics Training
Failure to advise buyers/tenants of information specified in Standard of Practice 1-13 prior to entering into a buyer/tenant agreement	Article 1, supported by Standard of Practice 1-13	\$500	2 nd violation will be the fine in addition to Ethics Training
Accessing or using, or allowing others to access or use, a property managed or listed on terms other than those authorized by the owner or seller	Article 1, supported by Standard of Practice 1-16	\$500	2 nd violation will be the fine in addition to Ethics Training
Article 3			
Failure to communicate a change in compensation for cooperative services prior to the time that REALTOR® submits an offer to purchase/lease the property	Article 3, supported by Standard of Practice 3-2	\$100	2 nd violation will be the fine in addition to Ethics Training
As a listing broker, attempting to unilaterally modify the offered compensation with respect to a cooperative transaction after a	Article 3, supported by Standard of Practice 3-2	\$500	2 nd violation will be the fine in addition to Ethics Training

REALTOR® has submitted an offer to purchase or lease that property			
Failing to disclose existence of dual or variable rate commission arrangements	Article 3, supported by Standard of Practice 3-4	\$100	2 nd violation will be the fine in addition to Ethics Training
Failure to disclose to cooperating brokers differential that would result in dual or variable rate commission arrangement if sale/lease results through efforts of seller/landlord	Article 3, supported by Standard of Practice 3-4	\$100	2 nd violation will be the fine in addition to Ethics Training
Failing to disclose existence of accepted offers, including offers with unresolved contingencies, to cooperating brokers	Article 3, supported by Standard of Practice 3-6	\$100	2 nd violation will be the fine in addition to Ethics Training
Misrepresenting the availability of access to show or inspect a listed property	Article 3, supported by Standard of Practice 3-8	\$100	2 nd violation will be the fine in addition to Ethics Training
Providing access to listed property on terms other than those established by the owner or the listing broker	Article 3, supported by Standard of Practice 3-9	\$500	2 nd violation will be the fine in addition to Ethics Training
Article 4			
Failing to disclose REALTOR®'s ownership or other interest in writing to the purchaser or their <u>representative</u>	Article 4 (second sentence)	\$500	2 nd violation will be the fine in addition to Ethics Training
Article 5			
Providing professional services without disclosing REALTOR®'s present interest in property	Article 5 (limited to present interest, not contemplated)	\$500	2 nd violation will be the fine in addition to Ethics Training
Article 6			
Accepting any commission, rebate, or profit on expenditures without client's knowledge or consent	Article 6 (first paragraph)	\$500	2 nd violation will be the fine in addition to Ethics Training
Failure to disclose to a client or customer REALTOR®'s financial benefits or fees received as a direct result of recommending real estate products or services	Article 6 (second paragraph)	\$500	2 nd violation will be the fine in addition to Ethics Training
Failure to disclose REALTOR®'s direct interest in an organization or business entity when recommending to a client or customer that they use the services of <u>that organization</u> or business entity	Article 6, supported by Standard of Practice 6-1	\$500	2 nd violation will be the fine in addition to Ethics Training

Article 12			
Failing to present a true picture in real estate communications and advertising	Article 12	\$100	2nd violation will be the fine in addition to Ethics Training
Failing to disclose status as real estate professional in advertising and other representations	Article 12	\$100	2nd violation will be the fine in addition to Ethics Training
Failure to provide all terms governing availability of a “free” product or service in an advertisement or other representation	Article 12, supported by Standard of Practice 12-1	\$100	2nd violation will be the fine in addition to Ethics Training
Failure to disclose potential to obtain a benefit from third party when REALTOR® represents their services as “free” or without cost	Article 12, supported by Standard of Practice 12-2	\$100	2nd violation will be the fine in addition to Ethics Training
Failure to exercise care and candor when communicating the terms and conditions of premiums, prizes, merchandise discounts or other inducements to list, sell, purchase, or lease	Article 12, supported by Standard of Practice 12-3	\$500	2nd violation will be the fine in addition to Ethics Training
Advertising property for sale/lease without authority of owner or listing broker	Article 12, supported by Standard of Practice 12-4	\$100	2nd violation will be the fine in addition to Ethics Training
Failing to disclose name of firm in advertisement for listed property	Article 12, supported by Standard of Practice 12-5	\$500	2nd violation will be the fine in addition to Ethics Training
Failing to disclose status as both owner/landlord and REALTOR® or licensee when advertising property in which REALTOR® has ownership interest	Article 12, supported by Standard of Practice 12-6	\$500	2nd violation will be the fine in addition to Ethics Training
Falsely claiming to have “sold” property	Article 12, supported by Standard of Practice 12-7	\$500	2nd violation will be the fine in addition to Ethics Training
Failure to take corrective action when it becomes apparent that information on a REALTOR®’s website is no longer current or accurate	Article 12, supported by second sentence of Standard of Practice 12-8	\$250	2nd violation will be the fine in addition to Ethics Training
Failure to disclose firm name and state of licensure on REALTOR® firm website	Article 12, supported by Standard of Practice 12-9	\$500	2nd violation will be the fine in addition to Ethics Training
Misleading consumers through deceptive framing, manipulating content, deceptively diverting internet traffic, presenting other’s content without	Article 12, supported by Standard of Practice 12-10	\$500	2nd violation will be the fine in addition to Ethics Training

attribution or permission, or using misleading <u>images</u>			
Registering or using of deceptive URL or domain name	Article 12, supported by Standard of Practice 12-12	\$500	2nd violation will be the fine in addition to Ethics Training
Representing that the REALTOR® has a designation, certification, or other credential they are not entitled to use	Article 12, supported by Standard of Practice 12-13	\$250	2nd violation will be the fine in addition to Ethics Training
Article 14			
Failing to cooperate in a <u>professional standards</u> proceeding or investigation in circumstances when cooperation has been demanded by the association and association has advised REALTOR® failure to cooperate could result in an allegation of a violation of Article 14	Article 14	\$1000	2nd violation will be the fine in addition to Ethics Training
Article 16			
Conditioning submission of a buyer's offer on additional compensation from a listing broker	Article 16, supported by Standard of Practice 16-16	\$1000	2nd violation will be the fine in addition to Ethics Training
Placing for sale/lease sign on property without permission of seller/landlord	Article 16, supported by Standard of Practice 16-19	\$250	2nd violation will be the fine in addition to Ethics Training

NOTE: Associations may adopt all or some of the above citations. No additional citations may be added. Fines for each citable offense, as well as any possible training requirements, must be established in advance and should be followed consistently.

Associations, at their discretion, may adopt an escalating fine schedule for repeat citations and also may impose a training requirement in addition to or as an alternative to payment of a fine for any of the citable offenses adopted. If an escalating fine schedule is adopted, it may only be used in circumstances where citations are issued by the same association.

The amount of fine for any citation is at the option of the association, but aggregated fines levied against any member may not exceed \$5,000 in any three (3) year period.

NEW MEMBER ORIENTATION FACT SHEET FOR DESIGNATED REALTORS® TO USE WHEN HIRING NEW AGENTS

- New member documents can be found at cwbr.org under “Become a Member”. This information includes the REALTOR® application; add forms, MLS test with DR certification and Agent Data Worksheet for Paragon. Also, the Dues Schedule can be found under the “Become a Member” section.
- All new members must attend the New Member Orientation within the first six months after submitting their application. New Member Orientation is offered only once per quarter. Orientation will run from 8:30 am until 4:00 pm.

CODE OF ETHICS ONLINE TRAINING (REQUIRED)

- New members must complete the online REALTOR® Code of Ethics New Member Orientation Course **BEFORE** they attend New Member Orientation.
 1. New members will need their NRDS number to login to the course
 2. The course will last about 2 ½ hours. (NAR requirement)
 3. There will be online quizzes throughout the course and a test at the conclusion of the course.
 4. New members must print out the verification that they have passed the course and bring this to the New Member Orientation.
 5. To log into this class go to: CWBR.org>Code of Ethics>CWBR New Member Ethics Training

PARAGON ONLINE ACADEMY (RECOMMENDED)

- Paragon training will not be offered during New Member Orientation. Paragon training will not be a requirement of membership for CWBR. On the other hand, CWBR highly recommends that Designated REALTORS® require their new agents to participate in the “Paragon Online Academy”
 1. “Paragon Online Academy” can be found under the “Help” section in Paragon.
 2. Once they click on “Paragon Online Academy” they must read the instructions on how to begin the course.
 3. They will need to provide a login and password at the start of the course. *Their login will be their email address* and they will need to create another password.
 4. When they are asked which “Board/MLS” they are with they **MUST** enter “**CWBR**” in order to get credit for the course.
 5. The course is split up into 6 sections. The full course can be completed in about a half of a day. The user does not have to take all of the sessions in one day. Their progress will be saved if completed within 30 days.

DOCUMENTS THAT MUST BE SUBMITTED BY THE NEW MEMBER

This is a checklist to assist Designated REALTORS in making sure new hires have the appropriate paperwork completed for CWBR membership and to be added to the firm's MLS roster.

All documents should be emailed to cwbr@cwbr.org

All new licensees must have and/or submit the following paperwork to CWBR before they can become REALTORS

CWBR BYLAWS & CWMLS HANDBOOK- Each new agent must have a copy of the CWBR Bylaws

<http://cwbr.org/uploads/sidebars/CWBRBylaws2020re.pdf>

And the CWMLS Handbook <http://cwbr.org/realtors/wp-content/uploads/2022/12/2022-CWMLS-Handbook-Colored-Dec-22.pdf>

The CWMLS Handbook will contain the Rules and Regulations that the agent will use to complete the quiz.

1. **APPLICATION FOR REALTOR MEMBERSHIP**- This is found at the website under Become a Member>Documents> Realtor Membership Packet or at this link:

<http://cwbr.org/uploads/sidebars/RNEWMEMPACK2020.pdf> this packet includes the and are formatted to be completed in a fillable pdf format.

APPLICATION FOR REALTOR MEMBERSHIP

ROSTER CHANGE FORM

AGENT DATA WORKSHEET

CWMLS RULES AND REGULATIONS QUIZ (This form includes the **DESIGNATED REALTOR**

CERTIFICATION OF CWMLS QUIZ COMPLETION and the **NEW REALTOR CERTIFICATION OF QUIZ COMPLETION** forms)

******MLS RULES & REGULATIONS QUIZ**-The quiz is to be completed online and the URL to the quiz will be found in the Membership Packet. The new agent should use the CWMLS Rules and Regulations found in the CWMLS Handbook. Once the agent has completed the quiz and clicked "Submit" the quiz will automatically be graded. The agent should forward the results to the DR and the DR will complete the **Designated REALTOR Certification of CWMLS Quiz Completion form** (found in the membership packet). **WE DO NOT NEED A COPY OF THE COMPLETED QUIZ AS IT IS SAVED IN OUR CLOUD SERVER.**

2. **DUES SCHEDULE**- A current dues schedule can be found at the website under Become a Member>Dues Schedule or at this link <http://cwbr.org/realtors/wp-content/uploads/2022/09/2023-DUES-FOR-DR-R-AND-AFF.pdf> There is nothing to complete on the dues schedule. It is simply used for reference. Dues checks should be made payable to "CWBR". Payments can also be made online by check (ACH) or credit card. For online payments please email cwbr@cwbr.org to request a payable online invoice.

ADDITIONAL INFORMATION FOR NEW MEMBERS

SUPRA

If your office participates in the Supra program, your new agent can activate their Supra eKEY once they have submitted their paperwork and paid their dues. *Agents cannot share someone else's key. They must have their own.* Please have the agent contact CWMLS 715-693-7325 to activate their key. There is an activation fee and monthly charges for the Supra eKEY. For current costs of the Supra products contact CWMLS.

SUPRA RECIPROACITY

CWBR has Supra reciprocity with the REALTOR Association of Northeast WI (RANW), REALTOR Association of South Central WI (RASCW), La Crosse Area REALTORS Association (LARA) and Western Wisconsin REALTOR Association (WWRA). If you are planning on using your Supra device in these jurisdictions, you will need to contact cwmls@cwbr.org to set up access. This may take up to 24 hours and can only be accomplished during CWBR/CWMLS business hours.

NEW MEMBER ORIENTATION

It is required that all new licensees participate in New Member Orientation within the first 180 days of membership. CWBR offers New Member Orientation once per quarter. This would mean that the new member needs to attend one of the first two New Member Orientations offered to complete the requirement. Licensees that do not complete this requirement in the first 180 days will have their membership terminated and will be required to pay the \$216 new member fee again if they wish to be reinstated. Prior to taking the New Member Orientation, all new members must complete the online Ethics Training for New Members Course found here: <https://learning.realtor/diweb/catalog/item?id=11005846> They will need their NRDS number to complete the course which will be forwarded to them after they have been processed.

*New members are sent an email explaining this requirement.

NEW MEMBER ACCESS TO PARAGON

Our goal is to process a new member within 24 hours (during Mon – Fri) of receiving all the required paperwork and dues payment. Please let the new member know that once we have received documents and their payment they should be on the lookout for an email from Black Knight/Paragon indicating that they need to set up their Paragon password. They need to do this within the first 3 hours of receiving this email. If they miss the time limit, they will need to contact CWMLS at cwmls@cwbr.org to request a password reset.

*New members are sent an email explaining this requirement.

REGISTRATION ON THE DEPT. OF SAFETY AND PROFESSIONAL STANDARDS (DSPS)

Wisconsin law requires that all new real estate Salesperson licensees that practice real estate sales for a licensed real estate Broker must be listed on the Broker's office roster with the DSPS. New members cannot be processed until they appear on the Broker's roster on the DSPS website. However, we will process a new member if the Broker sends a copy of the "Notice of Licensee Associated With Firm" form that was sent to the DSPS to add the licensee to the Broker's roster.

ADDITIONAL MLS ROSTER ADDITIONS

Everyone must have their own login credentials to Paragon and cannot share their credentials. Please submit a Roster change form for Office Staff and Agent Assistants that must be added to an office roster in Paragon. **THEY CANNOT USE THE BROKER'S CREDENTIALS.** CWMLS does not charge for Office Staff or Agent Assistants to be on the roster. However, if they are licensed and are practicing real estate in any way (i.e. doing open houses, helping clients complete contracts, etc.) REALTOR dues will be charged.

PLEASE CONTACT CWBR WITH ANY QUESTIONS AT www.cwbr.org OR 715-693-7325

