

**RULES OF PROCEDURE FOR
MARINETTE COUNTY BOARD OF REALTORS
MULTIPLE LISTING SERVICE, INC.**

*Adopted and approved by MLS Board of Directors on February 4th, 2020
(Approved by NAR on October 11, 2019)*

For purposes of these Rules of Procedure, the following terms shall mean:

“MLS” is the Multiple Listing Service of Marinette & Menominee Counties.

“Service Area” of the MLS shall be defined as:

Primary Service Area:

Marinette County, Wisconsin and Menominee County, Michigan.

Secondary Area Served:

Wisconsin Counties of Oconto, Florence, Forest, Brown, Shawano, Menominee, Langlade
Michigan Counties of Iron, Dickinson, Marquette, Delta. *(Amended 5/16)*

“Participant” is any Broker, Firm or Corporation who has signed a Participation Agreement with the MLS.

“Subscriber” is any employee or associate (ie Broker, Sales Agent, and Personal Assistants) who holds a Wisconsin or Michigan Real Estate License under a Broker or is licensed or certified Real Estate Appraisers and/or Appraiser Assistant in the states of Wisconsin or Michigan.

You must be appropriately licensed by the State of Wisconsin or Michigan in order to engage in Real Estate brokerage in that state. (Amended 5/16)

LISTING PROCEDURES

SECTION 1: Listing Procedures

Listings of real or personal property of the following types, which are listed subject to a real estate broker’s license, and are located within the primary service area of the Multiple Listing Service, and are taken by Participants (on any form that is considered as a legal listing agreement) shall be delivered or filed with the Multiple Listing Service by uploading the document onto the MLS system. Listings that are excluded from MLS dissemination or data entry shall be filed with the service by email to the MLS Administrator in accordance to Section 1.3. **All listings must be filed within 4 calendar days** (Federal Holidays are excluded) of start date of contract or date all necessary signature(s) have been obtained, whichever date is later OR **within 1 business day of marketing** a property to the public (Federal Holidays and weekends are excluded) in accordance to Section 1.01 *.(Amended 2/20)*

- single family homes for sale or exchange
 - vacant lots and acreage for sale or exchange
 - two-family, three-family, and four-family residential buildings or sale or exchange
- A. The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the

Service, although a property data form may be required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants
 - assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller)
- B. The Multiple Listing Service 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 Multiple Listing Service acting as subagents, buyer agents, or both. (Amended 11/96)
- C. The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service. (Amended 11/96)

The different types of listing agreements include:

1. **Exclusive Right to Sell Listing:** A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s) or anyone else. (Amended 4/92)
2. **Exclusive Agency Listing:** A contractual agreement containing all of the elements of an exclusive right to sell listing, under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker, except that, if the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. (Amended 4/92)

Should there be an exclusive agency agreement, the listing shall be entered into the MLS with the appropriate field marked. Should the listing contract not fall under the terms of an exclusive contract then the listing contract should be submitted to the MLS as an Excluded listing, not to be disseminated.

3. **Other Listings:** 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. (Amended 4/92)
- D. The Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that a Multiple Listing Service must accept every type of listing. The Multiple Listing Service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service.

- E. 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. (Amended 4/92)

The Multiple Listing Service may, as matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 11/92)

SECTION 1.01 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. (Adopted 11/19)

*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 1.1: 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 and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker: (Amended 11/91)

- Residential
- Residential Income
- Business Opportunity
- Industrial
- Mobile Home Parks
- Mobile Homes when attached & included w/real estate
- Land, Hobby Farm and Ranch
- Subdivided Vacant Lot
- Motel-Hotel
- Commercial Income

A. REQUIRED CLASSES OF PROPERTY:

The following classes of property are mandatory for submission to MLS

1. Property located within the primary service area of the MLS and
2. Listed subject to a real estate broker's license; and
3. Taken on an exclusive right to sell, exclusive agency or other listing contract lawful in Wisconsin shall be delivered to the Multiple Listing Service within 4 days.

B. OPTIONAL CLASSES OF PROPERTY:

The following classes of property are optional for submission to MLS:

1. Property owned by the Broker, any Salesperson or an immediate family member of the Broker or Salesperson.

2. Properties used for local business, commercial, light manufacturing or industrial purposes.
3. Properties to be offered and/or sold at public auction and so listed.

SECTION 1.1.1: Listing Subject to Rules and Regulations of the Service

Only listings of the designated types of property located within the primary service area of the MLS are required to be submitted to the service. Listings in the areas served outside of the primary area will be accepted if submitted voluntarily by the Participant; but are not required. Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the rules and regulations of the Service upon signature of the seller(s).
(Amended 5/16)

- A. Fines will be imposed in accordance with MLS Rules, Section 15, for listings not submitted per the MLS deadlines, complete with all required data.
- B. If an informal complaint is made to MLS questioning the consistency of a listing broker's data with the guidelines or definitions as stated in the MLS, MLS will advise the listing company of the questionable information giving them the opportunity to confirm or change the data. If a formal complaint is filed it will be addressed in accordance with MLS Rules, Section 9.

SECTION 1.2: Detail on Listings Filed with the Service

A listing agreement, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail.

- A. All Brokers must provide the service with a copy of the listing agreement and any signed seller authorization forms required by the MLS for excluded and delayed listings.
- B. All Brokers must enter ("**Broker Load**") each submitted listing in the MLS with all required listing fields complete within 4 calendar days (Federal Holidays are excluded) OR within 1 business day of marketing a property to the public (Federal Holidays and weekends are excluded)
Brokers shall reference the Broker Load Reference Manual provided by the MLS as a guide for data entry & requirements. The Broker Load Reference Manual is subject to change at the discretion of the MLS.
- C. A complete listing shall consist of entering (via Broker Load) all required fields, a main photo of the property (ie: Residential / Multi family must have an exterior photo of the house/building) & for vacant land a map (photos optional), uploading of available Real Estate Condition Report and Addendums, and properly mapping/geo-coding the property in the system. If these items are not entered/received in a complete form, Broker will be subject to fines until the listing is complete.
- D. Requirements of photos submitted to the MLS are as followed: For Residential & Multi Family (2-4 units) a minimum of 1 exterior photo is required. Upon a sale of a Residential or Multi Family property, the main photo must be of the house/building exterior. It is the discretion of the Broker as to how many additional photos are entered, however all photos are to be of or relating to the actual property listed. No Broker or Real Estate Signs shall be in any listing photos. Photos submitted to the MLS by a Broker, are the sole property of that Broker under copy write law. Duplication of another Brokers photos is prohibited without consent that Broker. Photos of Vacant Land & Commercial property are optional, however if entered follow the same rules as stated above for Residential & Multi Family.
- E. The MLS may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct in writing that photographs of their property not appear in MLS compilations, in which case Broker to provide the service said written instructions from seller. (Amended 5/16 & 9/7/16)

- F. All Photos and Documents (for all listing types and status) are considered historical data of the MLS and shall not be removed upon a status change or sale of the property. If a subscriber removes the photos or documents after the sale, withdrawal, or cancellation of a property, fines will be assessed in the same matter and amount as those associated with incomplete listings. Photos and Documents of a listing while active, maybe updated, edited, switched out, but complete removal of all photos and documents is prohibited. (Adopted 7/10/18)

SECTION 1.2.1: Limited Service Listings

Listing agreements under which the listing broker will not provide one, or more, of the following services:

1. 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)
2. 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)
3. advise the seller(s) as to the merits of offers to purchase
4. assist the seller(s) in developing, communicating, or presenting counter-offers
5. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified by a Yes/No field in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Brokers may provide additional data on the limited service in the agent comment section of the MLS. (*Adopted 5/01 and Amended 5/16*)

SECTION 1.2.2: MLS Entry-only Listings

Listing agreements under which the listing broker will not provide any of the following services:

1. 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)
2. 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)
3. advise the seller(s) as to the merits of offers to purchase
4. assist the seller(s) in developing, communicating, or presenting counter-offers
5. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified by a Yes/No field in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. (*Adopted 5/01*)

Property listed by a Broker where the Seller has requested their property not be included or filed with the service shall not be entered. Upon Seller's approval, the listing Broker may enter the property upon closing for comparable purposes. (*Amended 5/16*)

SECTION 1.3: Exempt 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 but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service. MLS Office Exclusive Listings Form is required to be filed with the service.

MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation

SECTION 1.3.1: Delayed Listings

If the property is not available for immediate showing and/or purchase, the Participant may take the listing as delayed (also known as coming soon), such listing shall be filed with the MLS within 4 calendar days (Federal Holidays are excluded) OR within 1 business day of marketing a property to the public (Federal Holidays and weekends are excluded).

The listing broker shall submit to the MLS written authorization signed by Seller, along with signed Listing Contract. Delayed listings not to exceed 15 calendar days from start of Listing Contract. Once a listing is entered as delayed, the status cannot be changed, the listing must remain delayed until the entered MLS start showing date. While a listing is in delayed status, showings of any kind are not allowed. MLS Delayed Listings Form is required to be filed with the service. (Adopted 6/19)

*MLS Participants must distribute exempt listings and **delayed listings within (1) one business day** once the listing is publicly marketed. See Section 1.01, Clear Cooperation.*

SECTION 1.4: Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service by uploading the document onto the MLS system or for excluded and exempt listings by email to MLS Administrator, within 4 calendar days (Federal Holidays are excluded) after the authorized change is received by the listing broker. Amendments to include: Price Change, Extension, Withdrawal, Cancellation, and Expiration Date. (Amended 5/16 & 9/7/16)

SECTION 1.5: Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker’s concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller. (Adopted 11/96)

SECTION 1.6: Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noted by the Participant. (Amended 5/16)

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. (Amended 11/92)

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 Multiple Listing Service.

SECTION 1.9: No Control of Commission Rates or Fees Charged to Participants

The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

SECTION 1.10: Expiration, Extension and Renewal of Listings

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. *(Amended 11/01)*

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 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 primary service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant but cannot be required by the service. *(Amended 11/17)*

SECTION 1.13: Listing 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 their clients.

SECTION 1.14: Listing 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 by

the expelled Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective.

If a Participant has been expelled from the 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 an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise their clients.

SECTION 1.15: Listing 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 their clients.

SECTION 1.16: Listing of Transferred Agents

Listings: Before an agent can be transferred, and no later than 4 days from transfer, listings must be reassigned by the Broker to another agent within the firm, or active, pending and withdrawn listings will be assigned to Broker. It is the responsibility of the Broker of the original firm to advise the MLS in writing of the transfer by submitting to the Agent Change Form.

SECTION 1.17: Loss of License

Wisconsin Real Estate Examining Board shall automatically be suspended from the Service for the term of such suspension. Any Participant whose license is revoked or not renewed shall immediately be dropped from the Service. The Service is not obligated to provide services to such a Participant and will remove all listings on file with the Service. The Service shall notify the dropped Participant of its actions in writing.

SELLING PROCEDURES

SECTION 2: Showings and Negotiations

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

1. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
2. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (*Amended 4/92*)

Authorized Access to Properties: Being an ELB Key Holder and/or obtaining an access code of the MLS does not allow automatic access to properties in the MLS. All Key Holders must contact the listing office, identifying him/herself, in order to seek prior authorization to access the property.

**Professional Courtesies:* Follow the "Golden Rule" Show courtesy, trust and respect to other real estate professionals. Communicate courteously by notifying listing broker of changes in prior authorized access to the property. Be responsible for everyone allowed to enter property. Never allow unaccompanied access to property

without permission. Enter property only with permission even if you have lockbox key or combination. Announce and Identify yourself prior to entering property.

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. *(Amended 4/92)*

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

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. *(Amended 4/92)*

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. *(Adopted 11/19)*

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 counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. *(Adopted 11/93)*

SECTION 2.5: Reporting Sales to the Service

Status changes, including final closing of sales and sales prices, shall be reported to the Multiple Listing Service by the listing broker within 4 calendar days after they have occurred. Federal Holidays are excluded. Property with offers are required to be submitted to the MLS and put in pending status within 4 calendar days, unless the Broker receives written instructions from the seller that they do not want their property to show as Pending in the MLS.

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 4 calendar days after receiving notice from the cooperating broker. *(Amended 11/11 and 5/16 & 9/7/2016)*

- A. 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)*
- B. 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.

SECTION 2.6: Reporting Resolution of Contingencies

The listing broker shall report to the Multiple Listing Service within 4 calendar days (Federal Holidays are excluded) that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled. *(Amended 5/16 & 9/7/16)*

SECTION 2.7: Advertising of Listings 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. Advertising property information of any kind is prohibited by Wisconsin State Statute 452.136 (3) prior to the execution of an agency agreement with a seller. Only REALTORS® who have participated in the transaction as the listing broker or the cooperating broker (selling broker) may claim to have “sold the property”.

SECTION 2.8: Reporting Cancellation of Pending Sale

In the event of the cancellation of any pending sale, the listing broker shall immediately update/reinstate the listing on the Multiple Listing Service and also send documentation to the MLS Admin. *(Amended 5/16)*

SECTION 2.9: Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller’s approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. *(Amended 11/08)*

SECTION 2.10: Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. *(Adopted 11/05)*

SECTION 2.11: Showing Reports/Notices

Within 48 hours of the time that any prospect has physically been shown any listing filed with MLS, notification of the showing has to be reported to listing office. In case of a building, showing means the client has been inside the building. Driving past does not constitute a showing, nor does sending out information warrant a show notice.

SECTION 2.12: Federal Holidays Observed

New Year’s Day, Birthday of Martin Luther King, Jr., Washington’s Birthday (President’s Day), Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Eve & Christmas Day. *(Adopted 9/7/16)*

REFUSAL TO SELL

SECTION 3: Refusal to Sell

If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated 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. *(Amended 11/89)*

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. *(Amended 4/96)*

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

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)*

DIVISION OF COMMISSIONS

SECTION 5: Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service 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) or as otherwise provided for in this rule.

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 Multiple Listing Service 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.* *(Amended 11/96)*

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 non-agency capacities defined by law) which may be the same or different. *(Amended 11/96)*

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 superceding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *(Amended 05/10)*

**The compensation specified on listings filed with the Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirement by a Board Multiple Listing Service 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 (Amended 05/10)*

- A. The Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.
- B. The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised. *(Amended 4/92)*
- C. The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.
- D. 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. (Amended 5/10)

- E. 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)
- F. 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 (Amended 5/09)

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 sharing the data through WIREX.

SECTION 5.0.1: Disclosing Potential Short Sales

Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other Participants and subscribers. (Amended 5/09)

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 Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants. When the listing is filed with the MLS this shall be disclosed in the private remarks section. (Amended 5/16)

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. (Adopted 2/92)

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 before the client makes an offer to purchase or lease. *(Amended 5/01)*

SERVICE FEES

SECTION 6: Service Fee and Charges

The following services charges for operation of the multiple listing service 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 three hundred seventy five dollars (\$375) by the Directors with such fee to accompany the application. Application fees are not refundable. Initial participation fee shall be due and payable in advance of services starting.
- B. Recurring Participation Fee:** The monthly participation fee of each participant shall be an amount as determined from time to time by the 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, Fees are billed quarterly in advance of service and are due upon receipt of invoice, except that this fee shall be waived for licensees subject to a fee waiver under Section 6.1.
- C. New Subscriber:** Fees for a new subscriber will be due for the month of service upon affiliation with the Participant. Billing may in some cases reflect services from the previous period if the member joins after billing date. Failure to comply with Section 6 MLS Participants' failure to register all salespersons and or licensed or certified appraisers affiliated with their company in accordance with Section 6 will result in back billing of MLS fees times the number of months unreported licensee(s) or appraisers should have been assessed fees for the current calendar year, and any applicable fines. If the company participates in the Electric Lockbox program, the Participant will also be back-billed Lockbox fees for the same period. The MLS Participant is responsible for all fees.
- D. Agent Transfer or Termination:** Offices must submit any agent transfer or termination in writing by the end of the month to avoid paying the following month's MLS fees for that agent. No proration or refunds will be allowed.

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.

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)*

SECTION 6.1: 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.

The MLS provides 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. *M (Amended 5/18 and 8/18)*

MLS requires Participants to sign a certification for nonuse of MLS services, which includes penalties and termination of the waiver if violated. The participant must at all times provide to MLS up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. The participant must identify which licensees are subject to fee waivers and for each waived licensee the other MLS in which he/she is a subscriber on the waiver certification form.

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. probation for a stated period of time not less than thirty (30) days nor more the one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Adopted 11/07)*

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)

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 fee by the 15th of the month due, a reminder e-mail will be sent out. If still not paid by the end of the month, the Service shall be suspended until service charges or fees

are paid in full. A \$50.00 reconnect fee will be assessed. If still not paid by the end of the following month, Participant and all listings will be removed from MLS.

- b. A new Participant fee must be paid to rejoin the MLS
- c. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

MEETINGS

SECTION 8: Meetings

The meetings of the Participants in the Service or the Board of Directors of the Multiple Listing Service 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 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). *(Amended 5/18)*

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 Board in accordance with the bylaws and rules and regulations of the Board of REALTORS® within twenty (20) days following receipt of the Directors' decision. *(Amended 11/96)*

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 Board of REALTORS® for processing in accordance with the professional standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board of REALTORS®. *(Amended 2/98)*

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. *(Amended 11/88)*

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. (Adopted 5/18)

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. (Adopted 5/18)

CONFIDENTIALITY OF MLS INFORMATION

SECTION 10: Confidentiality of MLS Information

Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants 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. (*Amended 4/92*)

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.

OWNERSHIP OF MLS COMPILATION* AND COPYRIGHT

**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.*

SECTION 11: Ownership of MLS Compilation* and Copyright

By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or she 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 comparable. 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. *(Amended 5/18)*

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.

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. *(Adopted 5/18)*

SECTION 11.1: Compilation Copyright

All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Marinette County Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the Marinette County Board of REALTORS®.

SECTION 11.2: Display

Each Participant shall be entitled to lease from the Marinette County Board of REALTORS® a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Board.*

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

**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 Board.*

USE OF COPYRIGHTED MLS COMPILATION

SECTION 12: Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by 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 or published by a Board Multiple Listing Service where access to such information is prohibited by law. *(Amended 4/92)*

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 Participant or their affiliated licensees, be interested.

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

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

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. 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. MLS's must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLS's may require execution of a third-party license agreement where deemed appropriate by the MLS. MLS's 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)*

USE OF MLS INFORMATION

SECTION 13: Limitations on Use of MLS Information

Use of information from MLS compilation of current listing information, from the Board's statistical report, or from any sold or comparable report of the Board or MLS for public mass-media advertising by an MLS Participant or in other public representations, may not be prohibited.

However, any print or non-print forms of advertising or other forms 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 information from the Board(s) of REALTORS® or their Multiple Listing Service for the period *(date)* through *(date)*. *(Amended 11/93)*

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 Multiple Listing Service, subject to final approval by the Board of Directors of the Marinette County Board of REALTORS® (shareholder) which is the sole and exclusive shareholder of the stock of the Service Corporation.

SECTION 14.1: Effective Date of Changes in Multiple Listing Policy

To ensure consistent, uniform understanding of 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. *(Adopted 5/16)*

FINES

SECTION 15: Late Submission Fines

All listings, accepted offers and sold information must be reported to the MLS no later than 4 calendar days (Federal Holidays are excluded) OR within 1 business day of marketing a property to the public (Federal Holidays and weekends are excluded) from the contract start date for listings, the accepted date for accepted offers, and the sold/closing date for sold listings.

Listings not received by the 4th calendar day (Federal Holidays excluded) OR within 1 business day of marketing a property to the public (Federal Holidays and weekends are excluded), a **\$50.00 fine will be imposed** along with a \$5.00 per day thereafter until the day the MLS Administrator receives the listing. Fine not to exceed \$100.00 per filing. If listing agreements were received in the mail, a copy of the postmarked envelope must accompany the listing when submitted to the MLS Administrator. *(Amended 5/16 & 9/7/16 & 7/10/18)*

If any accepted offer or sold information comes in after the 4 calendar days (Federal Holidays are excluded), then a **\$50.00 fine will be imposed** along with a \$5.00 per day thereafter until the information is received with a maximum fine not to exceed \$100.00 per filing. *(Amended 5/16 & 9/7/16)*

When the MLS Administrator sends a notice of incomplete listing or listing error, subscribers have 3 calendar days to correct the listing. Starting on day 4, a **fine of \$50.00** will be imposed along with a \$5.00 per day thereafter until the listing is corrected with a maximum fine not to exceed \$100.00 per filing. *(Amended 5/16)*
(This section and fine schedule to include missing or removed photos or documents per section 1.2 F - Amended 7/18)

All fines subject to this section will be billed to the Principal Broker on a monthly basis.

ORIENTATION

SECTION 16: Orientation

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall 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. *(Amended 11/04)*

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 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. *(Amended 11/17)*

INTERNET DATA EXCHANGE (IDX)

SECTION 17: 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 17.1: Authorization

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

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

SECTION 17.2: Participation

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 11/09)

SECTION 17.2.1: 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, type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service provided by the listing firm. 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. For purpose of the IDX policy and these rules, "control" means ability to add, delete, modify and update information as required by the IDX policy and MLS Rules.
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 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)

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

SECTION 17.3 Display

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

SECTION 17.3.1:

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., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

SECTION 17.3.1.1:

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

SECTION 17.3.4:

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

SECTION 17.3.5:

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 17.3.6:

All listings displayed pursuant to IDX shall show the MLS as the source of the information*. (Amended 5/12)

SECTION 17.3.7:

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. (Amended 5/12)

SECTION 17.3.8:

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

SECTION 17.3.9:

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

SECTION 17.3.10:

Listings obtained through IDX feeds from REALTOR Association MLS's 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 MLS's, 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 MLS's. 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 MLS's 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 17.3.11:

Display of expired, withdrawn, and sold listings* is prohibited.

**If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (Amended 11/14)*

SECTION 17.3.12:

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

SECTION 17.3.13:

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 17.3.14:

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 17.4: Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 5/05)

VIRTUAL OFFICE WEBSITES (VOWs)

SECTION 18.1: VOW Defined

- 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 18 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 Virtual Office Websites, 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 18 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 18.2:

- 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 MLS’s 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 18.3:

- 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.
- a. 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.
- b. The Participant must obtain the name of and a valid e-mail address for each Registrant. The Participant must send an e-mail 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 e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
- c. The Participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any e-mail address is associated with only one username 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, e-mail address, username, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (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, e-mail 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:
- a. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant

- b. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
- c. 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
- d. 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
- e. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- f. 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.
- g. 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 18.4:

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 18.5:

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

SECTION 18.6:

- A. A Participant's VOW shall not display the 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 e-mail, 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.

- C. The Participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

Seller Opt-out Form

1. 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.

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 searches.

Initials of Seller

SECTION 18.7:

- A. Subject to Subsection b., below, a Participant's VOW may allow third-parties:
- a. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - b. to 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 18.8, 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 18.8:

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 forty-eight (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 18.9:

A participant shall cause the MLS listing information available on its VOW to be refreshed at least every three (3) days.

SECTION 18.10:

Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®' VOW policy, or in 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 18.11:

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 18.12:

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, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

SECTION 18.13:

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 18.14:

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 18.15:

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
- b. The compensation offered to other MLS participants
- c. The type of listing agreement, ie, 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 showing or security of listed property

LOCK BOX/KEY REPOSITORIES

SECTION 19: Lock Box Security Requirements

The Multiple Listing Service shall adhere to the Lockbox Security Requirements as established by the National Association of REALTORS®, as from time to time amended by NAR.

SECTION 19.1: NAR Policy on Criminal Investigation for Lockbox Key Holder

Associations and MLSs may refuse to sell or lease lockbox 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:

- 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
- 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:

NAR FACTORS USED IN DETERMINATION OF REQUEST

- 1. The individuals age at the time of conviction(s)
- 2. The nature of the crime and seriousness
- 3. The relationship of any of the above to the purposes for limiting lock box access.
- 4. The extent to which access (or continued access) might afford opportunities for you to engage in similar criminal type activity.
- 5. The extent and nature of past criminal activity.
- 6. Time since criminal activity was engaged in.
- 7. Rehabilitation efforts undertaken by applicant since the conviction.
- 8. Evidence of current fitness to practice real estate.
- 9. Truthfulness and integrity of the information provided for the purposes of the investigation.

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.

Associations or MLSs may suspend the right of lockbox Keyholders to use lockbox keys following their arrest and prior to final determination on any such charge if, in the determination of the association or MLS, the charge relates to a crime that relate to the real estate business or puts clients, customers, other real estate professionals, or property at risk.

SECTION 19.2: Lockbox System Rules and Policy

A. **AGREEMENTS:**

The Lockbox Rules incorporate the following MLS Agreements, which are all subject to amendment from time to time by the MLS Board of Directors: MLS Lockbox Policies; all MLS Electronic Lockbox System and iBox Agreement for MLS Company Participants; and all MLS Application/Lease Agreement for Electronic Lockbox Key System Key Holders. Members are responsible for compliance with the most current Rules and Agreements in place.

B. **AUDITS:**

MLS conducts an annual audit of the electronic lockbox system with participating Companies. Companies must verify existing inventory and must report any missing lockboxes. Companies will be billed for missing lockboxes. Companies who do not timely comply with the audit will be billed for all un-reported equipment and may be suspended from the lockbox service and/or the MLS.

C. **VIOLATIONS:**

Violation of any provision of this Section 19 will subject the user and/or Participant to provisions of MLS Rules, Section 7, and any and all provisions of the Agreements defined in Section 19.1 or as otherwise may apply.

D. LOCKBOX SYSTEM USE:

The MLS Supra Lockbox System is available for REALTOR® Member Companies in MLS and for MCBOR Affiliate Member Home Inspectors who are licensed or registered Home Inspectors in the State of Wisconsin.

E. PURPOSE:

1. REALTOR® Keyholders:

- a. REALTOR/MLS Subscriber Keyholder shall use the Key only for the intended purpose of gaining authorized entry into property listings submitted to MLS on which a System Lockbox has been installed, and only as relates to the sale or purchase or appraisal of said property for clients and customers and only as authorized by the listing company in advance.
- b. A REALTOR® Keyholder may use their Lockbox Key to open a listed property for a third party if authorized in writing by Seller and Listing Company as relates to the sale, purchase or appraisal of the property.

2. Affiliate Home Inspector Keyholders:

- a. An Affiliate Home Inspector Keyholder shall use the Key only for the intended purpose of gaining authorized entry into real property on which a System Lockbox has been installed, and only for the limited purpose of performing services specifically authorized under the terms of the Offer to Purchase/Addenda in the Home Inspection and/or Testing provisions, subject to prior authorization from the listing company, and all other authorization limitations and elsewhere in the Affiliate Lockbox Agreement.
- b. only employees of the Home Inspector Company who are also Registered Home Inspectors and authorized Keyholders may access a property listed in MLS via their respective assigned Key to perform work as authorized above in (a) and (b).
- c. An Affiliate Home Inspector Keyholder may not use their Lockbox key to let an employee of their company who is not an authorized Keyholder into the property unless they are under director supervision of Keyholder.
- d. An Affiliate Home Inspector Keyholder may not use their Lockbox Key to let in a third party, or an employee of another company, into the listed property. The Affiliate Home Inspector Company may not use the privilege of access to the MLS Lockbox System in advertising related to their Home Inspection or other company (ies).

All Keyholders: Prior Authorization from Listing Company. Having a Key does not allow automatic access to properties in MLS. All Keyholders must have prior written authorization from the listing company to access the property for each visit.

F. ELGIBLE FOR PARTICIPATION:

1. REALTORS® in MLS companies who participate in the Lockbox service.
2. MBOR Affiliate Home Inspectors who are State of Wisconsin Registered Home Inspectors.
3. Members of reciprocating MLSs with whom MCBOR MLS's provider has a Reciprocal Agreement through.
4. MLS Participants and their agents/appraisers who are participating in the lockbox service are eligible for eKEY access.
* DisplayKEY access limited for use as a Company emergency key.
5. Personal Assistants who are licensed, a REALTOR® member, and an employee of the company.

G. INVESTIGATIVE POLICY:

New Keyholder Applicants

- In cases where an applicant for the lockbox key indicates they have been arrested or convicted of a misdemeanor/felony crime within the last seven (7) years, the applicant agrees to investigation to determine if eligible for a lockbox Key.
- The MLS Board of Directors to review applications and make a decision as to granting a lockbox key, subject to MLS legal counsel recommendation. The decision must be by majority vote of the Board of Directors.
- No Key will be assigned until final decision is made.

Existing Keyholders

- This same process shall be followed when a current Keyholder reports a current arrest/conviction that needs to be reviewed under the terms of LB policy.
- If a Key has already been assigned, status will be switched to “inactive” and thereby unusable until final decision is made.

*If the President is disqualified to consider a particular application, the next officer in line of authority shall appoint. Neither the President nor the Director may be (1) in the same company or associated in the same business as the applicant or each other; (2) related by blood or marriage to the applicant or to each other; (3) knows of any reason that may prevent him/her from being impartial. Approval is to be ratified by the Board of Directors.

In cases where an MLS Subscriber is denied a lock box key by the Board of Directors, all local dues and fees shall be refunded upon member request.

SECTION 19.3: Display and (eKeys)

The term **Key** may be used for DisplayKEY, eKEY Basic or eKEY Pro, Application eKEY or any Supra Key provided by MLS

A. MLS FEES FOR PARTICIPATION:

1. Keyholder applicants will be charged an Activation fee for the use of all Key types, as established annually by the Board of Directors. Payment from Keyholder applicants for Key will be collected at the time of their completed and signed Key application, (exception is for those key holders who are under Investigative Policy, and then payment is due at the time of approval).
2. Member who joins from another MLS: Ekey cost is the same as MCBOR MLS member activation fees.
3. Company emergency DisplayKEYS will be given to company only if they have opted in and accepted responsibility for compliance with LB policy and rules related to holding an emergency key.
4. Re-activation: If members reactivate within 3 months of inactivation, there is no cost to reactive their eKEY. If it is greater than 3 months, there is a \$30.00 fee, if the member reactivates within Dues calendar year.
5. MLS companies participating in the ELB System will be a charged monthly fee which is invoiced quarterly in advance of service and due upon receipt of invoice all agents/appraisers in their own company, not just those electing to have a lockbox key. Participation is considered company-wide.

6. The fees for use of the system will be determined annually by the MLS Board of Directors. This includes the Key and Lease Fees, Key change fees, monthly user fees, equipment replacement fees, lost equipment fees and any activation fees.
7. Reciprocal access fees will be determined by MLS participation. If Company is not participating in MCBOR MLS Lockbox Program there is no monthly fee. The monthly access fee is calculated per licensee in each participating office, whether or not the licensee has a key (either DisplayKEY or eKEY) through MCBOR MLS or through an approved reciprocal Wisconsin MLS / REALTORS Association.

B. LOST KEYS:

1. Lost or Stolen DisplayKEYs are to be reported to the MLS immediately so MLS can inactivate Key.
2. The cost to replace a loaner DisplayKEY and cradle is annually established by the Board of Directors. The current cost of a replacement loaner DisplayKEY is \$110.00 plus tax. The current cost of a replacement cradle is \$90.00 plus tax.

C. RETURN OF KEY EQUIPMENT:

1. DisplayKEYS and cradle are the leased property of MLS. Equipment, under the terms of the Keyholder Agreement, is to be returned to MLS upon termination of membership or upon termination of participation in the lockbox system, or upon activating to an eKEY.
2. Members not returning equipment to MLS upon termination of membership or expiration of key lease will be required, per the terms of the Keyholder Agreement, to pay as liquidated damages two times the replacement cost of the Key and cradle.
3. If MLS takes a member to Small Claims Court Collections, there will be no credit issued to the company or the licensee, even if the Key equipment is later returned.
4. If the company/member does not return their equipment, no credits will be granted to the member or the company.

D. WARRANTY:

1. The DisplayKEY and cradle are under limited warranty and should be brought to MLS in case of malfunction, not damaged.
2. For Members to receive a replacement at no cost for a non-functioning DisplayKEY, the DisplayKEY must be returned. There will be no cost to member if Supra authorizes a return of a damaged key.

Participants in the lockbox system shall abide by the MLS Rules and Regulations and security measures as prescribed by the National Association of REALTORS® and adopted by the MCBOR MLS, as from time to time amended. These policies and all related Company and Keyholder Agreements ensure the integrity and security of the lockbox system.