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## SOUTH CENTRAL WISCONSIN MLS PARTICIPANT MEMBER AGREEMENT (Application for MLS Services)

The **Participant Member** \_\_\_\_\_, a designated broker/appraiser of \_\_\_\_\_, and a member of \_\_\_\_\_  
(Company Name)

\_\_\_\_\_ and the **South Central Wisconsin MLS Corporation**,  
(REALTORS® Association) hereinafter referred to as MLS, agree to the following:

**MLS AGREES**, as long as it operates a multiple listing service, to maintain same for the use and benefit of Participant Members. This service shall consist of maintaining a real estate clearing house wherein the listings and related information of the Participant Member shall be received, processed and distributed to all Participant Members in good standing.

**PARTICIPANT MEMBER AGREES** to abide by the current published Rules and Regulations of MLS as from time to time amended and to pay all fees and dues prescribed therein.\* ***The participant member agrees to report to the MLS all licensed and certified appraisers and sales associates/brokers under him/her at time of application.*** Participant also agrees to report any changes in said list within thirty (30) days of change. The MLS is not responsible for the accuracy of data entered into the system by its users; therefore, Participant member agrees to hold MLS harmless from any claim or liability arising from use of such information. Participant members with balances sixty (60) days past due will be assessed a service charge of 1-1/2% monthly or 18% annually and will forfeit service rights until paid in full. MLS Participants delinquent for ninety (90) days or more may be dropped from membership upon receipt of written notice. Upon any violation of South Central Wisconsin MLS Rules and Regulations, MLS may terminate this contract upon written notice; however, failure to do so shall not constitute a waiver.

**PARTICIPANT MEMBER ALSO AGREES** that mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, an individual or firm must actively endeavor, during the operation of its real estate business, to list real property of the type listed on the MLS and/or accept offers of cooperation and compensation made by listing brokers or agents in the MLS.

**TERMS OF CONTRACT.** This agreement shall be effective until December 31 of the year executed but shall be automatically renewed for additional successive one (1) year terms. By giving MLS prior written notice, however, Participant Members may terminate membership at the end of the quarter for which dues have already been billed.

X \_\_\_\_\_  
**PARTICIPANT MEMBER (Signature)**

BY \_\_\_\_\_  
**MLS Staff**

**Firm Address:** \_\_\_\_\_

**Firm Phone/FAX:** \_\_\_\_\_

**Office Website/Email:** \_\_\_\_\_

**PERSONAL GUARANTEE**

In consideration for MLS Services on credit, I hereby guarantee prompt payment to the charges therefor. I understand this makes me personally liable to MLS for all bills.

X \_\_\_\_\_

**Date:** \_\_\_\_\_

\* **SCWMLS billing policy is listed on back of this agreement**

Entry Fee Pd: _____ MLS Info: _____
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## SCWMLS BILLING POLICY

Designated Participant\* is billed at the beginning of each quarter as follows: a fee per licensee/agent, as determined by the SCWMLS Board of Directors. This per licensee/agent fee is not a membership fee for the individual licensee/agent, rather a portion of the Participant's dues. Participant may choose to pass this fee on to the individual licensee/agent, but it is the Participant's responsibility to pay the fee on time.

Quarterly dues are adjusted during the quarter for (1) new licensees/agents affiliated with the Participant and for (2) licensees/agents leaving the company, as follows:

- (1) New licensee/agent assessments are prorated, based on the number of weeks remaining in the quarter
- (2) A full credit of the specified fee will be given for licensees/agents whose license is terminated, based on the MLS office receiving notice of such termination with the first 2 weeks of the quarter. At the option of the MLS, credits may also be given for individuals no longer affiliated with the company, provided notice is given during the first 30 days of the quarter, and based on information from the DRL.

Dues are due at the beginning of each quarter. A service charge of 1-1/2% per month or 18% per year will be imposed on any balance over sixty (60) days past due. In addition, all rights and services granted the Participant shall be suspended if delinquent for sixty (60) days or more in any payment due MLS. The MLS is not required to inform Participant that services will be suspended. Such suspension of rights and services shall continue during the period of payment delinquency and all fees shall continue to accrue. In the event that a participant is delinquent for ninety (90) days or more, the MLS may cancel MLS membership with written notice.

MLS billings go out as a statement. MLS does not issue invoices. Payments are always credited to the oldest charges first. If there is a question on a bill, the Designated Participant should contact the MLS office.

\*Designated Participant refers to the Broker or licensed/certified Appraiser who is the member of the MLS.