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# SCWMLS Handbook

**(Bylaws)  
(Policies and Procedures)  
(Operating Guidelines)**

MLS property listings on the World Wide Web: [www.wisconsinhomes.com](http://www.wisconsinhomes.com)  
[www.realtor.com](http://www.realtor.com)

Additional MLS information and forms are on the MLS website: [www.scwmls.com](http://www.scwmls.com)

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*For additional forms and information see the MLS website [www.scwmls.com](http://www.scwmls.com)*



## **Introduction to Handbook**

### **I. Purpose**

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

### **II. Revision**

The date at the bottom of each page shows the date the Handbook was revised.

### **III. Compliance**

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

### **IV. Input**

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

### **V. Who Should Have**

Every person or department in a Participant office (broker, salesperson, secretary, closing department, etc.) should have a copy of the Handbook and keep it up to date with the revised sheets that will be issued from time to time. Additional copies can be ordered as needed from the Association office, in any reasonable quantity. There is no charge.

## **MLS Corporation**

### **I. Ownership**

The South Central Wisconsin MLS Corporation is a Wisconsin corporation owned entirely by the REALTORS® Association of South Central Wisconsin, Inc.

### **II. Purpose**

The SCWMLS is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law); by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals and other valuations of real property; by which Participants engaging in real estate appraisal contribute to the common databases; and is a facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease). The Multiple Listing Service shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants or between participants and non-participants. The compensation, if any, offered by a listing broker to a cooperating broker representing a prospective purchaser in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.

# **Bylaws of the South Central Wisconsin MLS Corporation**

## ARTICLE I

- A. **NAME.** The name of the corporation is the South Central Wisconsin MLS Corporation, hereinafter referred to as the Service.
- B. **FISCAL AND ELECTIVE YEAR.** The fiscal and elective year of the Service shall be the calendar year.

## ARTICLE II

- A. **PURPOSES.** The SCWMLS is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law); by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals and other valuations of real property; by which Participants engaging in real estate appraisal contribute to the common databases; and is a facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public.

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 MLS shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants. The compensation, if any, offered by a listing broker to a cooperating broker representing a prospective purchaser in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.

- B. **SERVICE AREA.** Dane County, Wisconsin and its surrounding counties shall be the market area of the South Central Wisconsin Multiple Listing Service.

- C. **PARTICIPATION**

- 1. **REALTOR® Participation Defined**

Any REALTOR of this or any other Association who is a principal, partner, or corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in the Bylaws and Rules and Regulations, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "Membership" or "Participation" unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or

certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law.

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

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

## 2. Affiliate Participation Defined

Limited affiliate access to membership and INTAX of the Service is available to any affiliate member of the RASCW who has entered into an agreement with the Service without further qualification except payment of required dues and fees and agreement to abide by these Bylaws and the Rules and Regulations of the Service.

## 3. Application for Participation

Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors of the Service and made available to any REALTOR® (Participant Member) requesting it. The application form shall contain a signed statement agreeing to abide by these Bylaws and any other applicable Rules and Regulations of the Service as from time to time adopted or amended.

4. Discontinuance of Service

Participants of the Service may discontinue the Service at any time by giving the Service written notice, and may re-apply to the Service by making formal application in the manner prescribed for new applicants for participation, provided all past dues and fees are fully paid.

- D. SERVICE CHARGES. Charges made for participation in the Service shall be as determined by the Board of Directors and approved by the Board of Directors of the RASCW and shall approximate cost of bringing the service to the Participant. Forms of charge shall be specified in the Rules and Regulations of the Service. The Executive Officer shall maintain and make accessible to participants a complete and current listing of all charges, fees and fines of the service.

ARTICLE III

- A. FINANCES. The South Central Wisconsin MLS Corporation is a wholly owned subsidiary of the REALTORS® Association of South Central Wisconsin, Inc. by the REALTORS® Association of South Central Wisconsin, Inc., a Wisconsin Corporation also known as the "RASCW".
- B. BUDGET. Annually, the Directors of the Service shall establish a line item operating and capital budget for all income and expenditures and from which dues and fees shall be calculated and assessed. Such budget shall be approved by the Directors of the RASCW and shall not deviate in line item expenses in excess of \$2,000 without prior approval of the RASCW.

ARTICLE IV

- A. BOARD OF DIRECTORS. The Board of Directors of the Service shall be the governing body of the Service and shall, except for the budget described in Article III, B above, have control of all the affairs of the Service, shall authorize all expenditures of funds, and shall adopt such Rules and Regulations that they may deem appropriate subject to final approval by the RASCW Board of Directors.

There shall be an Executive Committee comprised of the President, Vice President and Treasurer of the Service.

All Directors must be Participants in the Service or qualified designees of Participants. A qualified designee of a Participant shall have an ownership interest in the Participant, or absent an ownership interest shall hold a management position in the Participant, and shall be a real estate broker licensed by the State of Wisconsin. A Director who ceases to be a Participant in the Service or qualified designee of a Participant shall automatically be removed from the Board of Directors.

No Participant firm shall have more than one (1) individual serve as a Director at the time of election. In the event a merger, consolidation or acquisition by or between Participant firms, or in the event of the transfer of licensure by an individual from one Participant firm to another, results in a Participant firm having more than one (1) individual serving as a Director, the individuals may only serve the remainder of the

current year. Thereafter, the Participant shall select from the individuals representing the Participant one (1) individual to fulfill the remainder of his/her term as a Director.

- B. ELECTION. There shall be fourteen (14) Directors. Four new Directors shall be elected each October by the Board of Directors of RASCW and shall serve three-year terms. One Director each October shall be selected by RASCW President-Elect, who shall be the RASCW President-Elect or the RASCW President-Elect's designee (selected from the members of the Board of Directors of the RASCW) and who shall serve for a one-year term. One Director shall be selected annually by the Rock Green Realtors® Association.

NOTE: The composition of the Board of Directors of the Service, not including the RASCW President or his/her designee, or the Director from the Rock Green Realtors® Association, is recommended to be as follows: four (4) Directors from the five largest Participant firms; two (2) Directors from the next five largest Participant firms; two (2) Directors from Participant firms with ten (10) or more agents (not including Participant firms in (a) and (b)); four (4) Directors from Participant firms with nine (9) agents or less. Participant firm size shall be determined as of July 31 of each year.

The Executive Committee shall annually notice the Participants of the election of Directors, nominate candidates to fill any vacancies on the Board of Directors occurring as a result of the expiration of a Director's term of office from a list of Participants in the Service, or the designees of the Participants. The Board of Directors of the Service shall vote to approve a candidate for each vacancy from the said nominations no later than its October meeting and recommend that said candidates be elected by the Board of Directors of the RASCW.

The President of the Service shall appoint Directors to fill any vacancies on the Board of Directors occurring as a result of resignation, death, removal by the RASCW Board of Directors, or other cause.

A Director may be removed from office by a vote of the RASCW Board of Directors taken at any RASCW Directors meeting called for that purpose. A Director may resign at anytime by delivering a written resignation to the Board of Directors of the Service, the President of the Service, or the President of the RASCW.

- C. MEETINGS. The Board of Directors shall meet at least monthly as designated by the Directors, or upon call of the President. A majority of the Directors shall constitute a quorum. Absence from four (4) meetings in a twelve-month period shall be construed as a resignation.
- D. CONFLICT OF INTEREST. A Conflict of Interest Policy shall be distributed to and subscribed by each Director and Officer annually. The Conflict of Interest Policy is as follows:
1. Officers and Directors shall promptly disclose all material financial interests and any other circumstances which may result in a material conflict of interest to the Executive Vice President. The disclosure shall be made prior to the discussion of any matter relating to the financial interest or other conflict of interest. The

Executive Vice President (and legal counsel, if appropriate) shall determine if a material conflict of interest exists.

If it is decided that a material conflict of interest exists, the Director or Officer shall be promptly notified of the decision. If the material conflict of interest relates to a matter which is the subject of current or upcoming discussion, the Director or Officer shall not: 1) Participate in the discussion of the matter without full disclosure of the material conflict of interest prior to participation in the discussion; 2) Vote on any matter for which the Director or Officer has a material conflict of interest. The board may ask Directors with material conflicts of interest to leave the meeting during discussion of the matter giving rise to the conflict. The Board minutes shall state which Directors or Officers were present for the discussion, the content of the discussion and any roll call of the vote.

If the material conflict of interest is of an ongoing nature, the Director or Officer shall eliminate the conflict of interest or resign from the Board and/or his or her position as Officer.

2. An Officer or Director has a financial interest if that person has, or may acquire as a result of the matter being deliberated, directly or indirectly, through business, investment or family:
  - An ownership or investment interest in any entity with which the SCWMLS has a transaction or business arrangement.
  - A compensation agreement with the SCWMLS or with any entity or individual with which the SCWMLS has a business arrangement.
  - A potential ownership or investment interest or compensation agreement with such entity.
  - Compensation includes direct or indirect remuneration as well as gifts or favors that are substantial in nature.
3. A material conflict of interest is a situation where a Director or Officer has a financial, personal or other interest which has a significant likelihood of preventing the Director or Officer from fulfilling his or her fiduciary duties to the SCWMLS.

## ARTICLE V

- A. OFFICERS. The elective officers of the Service, all of whom must hold a Wisconsin Real Estate License, shall be a President, Vice President, and a Treasurer. Officers shall be elected by the Directors for terms of one year and shall be installed no later than the 3rd week in January. No President shall be eligible to serve two consecutive terms.
- B. ELECTION OF OFFICERS. The election of officers may be by secret ballot, but no officer shall be elected with less than four favorable votes. The Board of Directors, at its first meeting in March, shall select from among the Directors whose terms extend beyond the current elective year a President-elect who shall succeed to the Presidency. If the Directors cannot select or choose not to select a President-elect at the March meeting, then the President-elect shall be elected with the Vice President and Treasurer. Within

ten days after the October Directors' meeting, the Directors and the newly elected Directors shall meet and elect from their members a Vice President and Treasurer. If the Board of Directors did not choose a President-elect at its March meeting, or such President-elect cannot or will not serve, then the holdover and newly elected Directors shall select from their members a President-elect. A vacancy in an office shall be filled by the Board of Directors for the balance of that term.

- C. DUTIES OF OFFICERS. The duties of the officers shall be such as their titles, by general usage, would suggest, and as may be assigned to them by the Board of Directors.
- D. OTHER OFFICERS AND STAFF. The Board of Directors may employ such personnel as may be required to properly conduct the activities of the MLS, and may create additional offices including an Executive Vice President, with that person acting as Corporate Secretary. The RASCW and the MLS may share staff as agreed between them.

#### ARTICLE VI

- A. MEETING OF PARTICIPANTS. An annual meeting of the Participants for presentation of the upcoming budget shall be in November of each year, the date, place and hour to be designated by the Board of Directors. Special meetings of the Participants may be called at the discretion of the President or the Board of Directors or upon the written request of 25% of the Participants in good standing.
- B. MLS COMMITTEE. There shall be an MLS Committee appointed by the President subject to confirmation by the Board of Directors.
  - 1. **Members.** This Committee shall consist of twelve (12) persons, all of whom shall represent firms who are subscribing members of the Service. The appointment shall be for three (3) years with three (3) or four (4) appointments being made each year. Each year the President shall appoint a Chairman from the Committee members, subject to approval of the Directors. Additionally, task forces may be formed by the Committee, appointed by the President, and confirmed by the Board of Directors. Any committee member whose firm drops its MLS membership or who remains absent for three (3) consecutive meetings without good cause shall automatically forfeit appointment, unless restored to the committee by the Board of Directors. Any vacancies shall be filled for the unexpired term in the same manner as initial appointments.
  - 2. **Purpose.** The Committee shall advise and assist in the operation of the MLS and propose Rules and Regulations relating to MLS operations necessary for the orderly dissemination of information and services to the subscribers. All actions shall require at least seven (7) affirmative votes with the Chairman always eligible to vote, and any changes shall be distributed to the membership fifteen (15) days prior to effective date. Approval or rejection of such recommendations of the MLS Committee shall rest with the Board of Directors.

#### ARTICLE VII

- A. AMENDMENTS. These bylaws may be altered, amended, repealed or added to by the affirmative vote of the Board of Directors of the RASCW provided that, at least ten (10) days prior to such vote, a written notice shall have been sent to each director of the RASCW stating existing bylaw and change.

Either the Board of Directors of the RASCW or the Board of Directors of the Service may propose changes to these bylaws.

- B. RULES AND REGULATIONS. Rules and Regulations of the Service shall be adopted and amended by the Board of Directors of the Service, only with approval of the Board of Directors of the RASCW.

#### ARTICLE VIII

The Service shall provide indemnification of officers and directors as permitted by law. The Service may also maintain insurance to fund its obligations hereunder.

# **Rules & Regulations of the South Central Wisconsin MLS Corporation**

## **I. Membership**

### **REALTOR® Membership**

- A. Any REALTOR® member (whether individual, partnership or corporation, hereinafter referred to as "Participant") who holds a valid Wisconsin real estate broker's license, or is a Wisconsin licensed or certified appraiser, may contract with the South Central Wisconsin MLS Corporation upon filing a list of the principal member(s) of the firm and payment of the Participant's entrance fee. This contract shall entitle the Participant and other non-principal brokers, sales licensees, appraisers, affiliated unlicensed administrative and clerical staff, or personal assistants (hereinafter referred to as "subscribers") of the firm to all the benefits and services of the MLS Corporation subject to its Rules & Regulations.
- B. A limited Marketing Option is available only to those Participants who belong to another MLS and are licensed in Wisconsin, who wish to have occasional listings in our service area. Those Participants utilizing this option may list any listings taken by the Participant and/or his/her agents on the South Central Wisconsin MLS database, by signing a Limited Marketing Agreement and agreeing to cooperate, compensate and abide by our listing rules. A per listing fee will apply, and will cover MLS staff adding and maintaining each listing through the life of the MLS number assigned. NO computer access is available with this option.
- C. The MLS Committee, subject to approval by the RASCW Board of Directors, may make available to non-participants some of the services of MLS at a charge to be determined according to the services rendered. Statistical and comparable data are a service of the RASCW and shall be made available to Association members actively engaged in the real estate business at a cost to be determined by the RASCW.
- D. A current list of Participants shall be kept by the Executive Officer of the REALTORS® Association of South Central Wisconsin, Inc. Changes to this list are to be made as follows:
  1. Addition of new Participants per I.A. above.
  2. Changes in current Participant ownership upon filing of the pertinent information as to the change and payment of a fee as determined by the REALTORS® Association. (Nothing in this section shall be construed to imply general, open marketability of the Participant membership. The intent is that any transfer of a Participant membership shall be between parties with a pre-existing business relationship within the firm.)
  3. Any Participant who drops from the Service but maintains REALTOR® membership in good standing may reinstate membership in the MLS at a fee to be determined by the Directors of the Service, provided all past dues and fees are paid.

4. Transfers of Participant membership may be approved by staff pending MLS Committee and Board approval.
  5. Participants of the Service may discontinue the Service by giving the Service written notice, and may re-apply to the Service by making formal application in the manner prescribed for new applicants for participation provided all past dues and fees are fully paid.
- E. **Membership Transfer:** When a salesperson or licensed or certified appraiser transfers from one Participant to another, he/she must obtain a transfer form from his/her prior Participant or from the Service office.
  - F. **Membership Waiver:** Quarterly dues can be waived for licensed, hourly or salaried employees of a Participant. To qualify, an employee cannot accept commissions as a form of compensation, nor list or sell real estate. In addition, the employee and the MLS Participant must sign a waiver form. This person cannot purchase or use his/her own keycard.
  - G. **Waiver of Dues for Individual Who Does Not Use the Service:** Quarterly dues can be waived for any individual employed or affiliated as an independent contractor with a Participant who does not actually have access to and use of the Service. The exemption for any individual shall automatically be revoked upon the individual's utilization of the Service in any manner. A waiver form must be signed by the Participant and individual.
  - H. **Waiver of Dues:** Requests for waiver of MLS dues in situations of prolonged illness and military leave will be reviewed and approved by MLS staff. The MLS Committee will review all requests for waiver of MLS dues for situations not involving prolonged illness or military leave.

## II. **Access to Comparable and Statistical Information**

RASCW members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, and land development, or building, but who do not participate in the South Central Wisconsin MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information and statistical reports. This information is provided for the exclusive use of Association members and individuals affiliated with Association members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in the MLS Rules and Regulations. Members who receive such information, either as a RASCW service or through the Association's MLS, are subject to the applicable provisions of the MLS Rules and Regulations whether or not they participate in the MLS. Any member wishing to obtain such information must agree to abide by the applicable MLS Rules and Regulations regarding use of the information and must agree to pay the costs incidental to receiving the information.

## III. **Fees and Charges**

- A. All fees and charges shall be established by the Board of Directors with RASCW approval.
- B. Fees, dues and charges shall be reviewed from time to time. Recommendations by the MLS Committee and/or Finance Committee will then be made to the Board of Directors

to insure the fiscal soundness of the MLS Corporation and an equitable distribution of charges. Charges for operation of the Service are in effect to defray the costs of bringing the Service to Participants. A Participant may elect to terminate the contract and withdraw from MLS at the time of any increase in dues and charges. This must be accomplished by giving written notice to MLS within 10 days after official notification of increase.

- C. 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.

#### IV. **Division of Commissions**

- A. Cooperative Compensation. The listing broker shall specify, on each listing filed with the SCWMLS, the compensation offered to other SCWMLS participants (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX) for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease). The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through the SCWMLS 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.

In filing a property with the SCWMLS, the Participant is making blanket unilateral offers of compensation to the other SCWMLS Participants (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX), and shall therefore specify on each listing filed with the Service, the compensation being offered to the other SCWMLS Participants (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX). Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

The compensation specified on listings filed with the SCWMLS shall appear in one of two forms. The essential and appropriate requirement is that the information clearly informs the other 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 SCWMLS shall be shown as either a percentage of the gross selling price or as a definite dollar amount.

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

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

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

The listing broker may, from time to time, adjust the compensation offered to other SCWMLS Participants (or Participants of any other MLS that contracts with the SCWMLS for MLS services or shares data through WIREX) for their services with respect to any listing by advance published notice to the service so that all participants will be advised.

The SCWMLS shall make no rule on the division of commissions between Participants and nonparticipants. This should remain solely the responsibility of the listing broker.

Participants may, but are not required to, disclose that the gross commission established in the listing contract is subject to court approval, and that the 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 produce an offer that ultimately results in a successful transaction. The listing Participant shall disclose to cooperating Participants in writing the total reduction in gross commission and the amount by which the compensation payable to cooperating Participants will be reduced within 3 business days of notification from a court.

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.

- B. 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.

When disclosed, listing Participants may, at their discretion, advise other Participants whether and 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. The listing Participant shall disclose to

cooperating Participants in writing the total reduction in gross commission and the amount by which the compensation payable to cooperating Participants will be reduced within 3 business days of notification from the lender.

- C. 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.
- D. 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.
- E. 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 SCWMLS. 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.

V. **Mandatory Properties to be Listed**

- A. *Included:* Listings of real or personal property of the following types (Single Family, condominium, lots & acreage, Multi-family, and business/commercial), which are listed subject to, and within the scope of, the Participant's licensure as a real estate broker, and which are taken by Participants on an exclusive right to sell or exclusive agency basis solely with Participants. All listings must be on a form currently approved by the Department of Regulation and Licensing or permitted under its rules. The MLS reserves the right to request copies of listing contracts from time to time. Member agrees to submit those requested listing contracts immediately upon request.

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.

- B. *Optional:*

**Commercial**, mixed use of residential and commercial, or residential properties with greater than 8 units.

**Improvements on leased land** provided the land lease is for more than one year, and the structure is not being conveyed by motor vehicle title.

**Manufactured homes** without land are allowed on the MLS, but not within the IDX file that is sent for public websites. When listing a manufactured home without land, the MLS requires the following statement to be included in the Broker-to- Broker Remarks area: "Personal property sale-No approved forms-See [www.scwmls.com/mh.pdf](http://www.scwmls.com/mh.pdf)." See the MLS website for further details and restrictions related to listing manufactured homes on the MLS system.

**Properties being sold at Auction** must include the date of auction, preview dates, and an explanation of what is being represented as the list price within the first line of MLS Remarks. Also it is recommended that if there is a flyer with additional information about the auction, that this flyer be included as an associated document.

In addition, a standard auction information form is required as an associated document on all auction listings.

NOTE: MLS Staff will delete listings of timeshare condominiums, manufactured homes without land, and building contracts with no land from the MLS database once they expire or sell. MLS staff will also delete expired listings of properties for which construction was never begun.

C. *Exempt/Ineligible:*

1. Properties listed by clients who specifically direct that their properties not be filed with the MLS for the term of listing. To express this direction the client must either: a) strike the words "Seller authorizes Broker and Broker agrees to cooperate with other Brokers, including allowing other Brokers to act as Seller's subagents, except" in the listing contract, or b) insert after "except" the words "this property may not be filed with the MLS."
2. Properties, which are net listed or open listed, are not eligible to be filed with the MLS. Properties which are listed with a Participant and a non-participant of the South Central Wisconsin MLS may be submitted for publication provided said non-participant is a REALTOR® and is a member of another REALTOR® MLS or CIREX, and provided said non-participant agrees in writing to abide by the rules and regulations of the South Central Wisconsin MLS. Said written agreement shall be submitted to the South Central Wisconsin MLS.
3. At the listing company's request, MLS staff will delete any non-sold listing that is no longer available for sale, providing it was on the MLS for no more than 7 days. If more than 7 days have passed, the listing agent can submit a request for deletion along with the circumstances to the MLS Committee for consideration.
4. 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 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.

D. *Listings of Former Members*

1. Listings of Suspended Participants: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules & Regulations, or other membership obligations 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 Association or MLS (or both) for failure to pay appropriate dues, fees or charges, the Association or MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his/her clients.
2. Listings of Expelled Participants: When a participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules & Regulations, or other membership obligations currently filed with the MLS) shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association or MLS (or both) for failure to pay appropriate dues, fees or charges, a Association 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 shall be advised in writing of the intended removal so that the expelled Participant may advise his/her clients.
3. Listings of Resigned Participants: When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant shall be advised in writing of the intended removal so that the resigned Participant may advise his/her clients.

VI. **Filing and Reporting Procedures**

- A. All new listings shall be entered onto the MLS website or received by the MLS office within seven (7) days of the date of said listing.

[NOTE: This seven (7) day grace period allows time to gather information. This grace period is not, however, a barrier to showings by a potential subagent or buyer's agent. All MLS eligible properties must be made available for showings on the date of listing unless otherwise specified in the listing contract.]

A new listing can **only** be created in the MLS if a new listing contract is drafted and signed by the seller. If a new listing contract is not obtained before entering a new MLS listing, the new entry will be suspended pending receipt of property paperwork. If after 7 days the property paperwork for the new entry is not provided, MLS staff will delete the new listing and fine the listing broker \$50.

- B. It shall be the duty of the Participant to report every accepted offer or withdrawal of every MLS listed property within 48 hours(excluding Saturdays, Sundays and Association holidays) of such time as the listed property is no longer being shown so that the MLS can promptly disseminate such information to every other Participant. No property processed with MLS shall be withdrawn during the term of the listing contract unless sold, or withdrawn at the mutual request of owner and broker.

**NOTE:** If the seller has directed that a listing cannot be shown, the property should either be placed in withdrawn status until such time as cooperation and compensation can be offered and any and all REALTORS® can be allowed access for showings; or, the listing can remain active. Listings in active status that cannot be shown, per the seller's direction, must include the date showings will be allowed within the first line of the general MLS remarks. In each case, whether the listing is placed in withdrawn status or remains in active status, it is understood that the prohibition of showings until the specified date includes showings conducted by any and all REALTORS®, including the listing broker.

If listing is marked as "no showings allowed," whether in withdrawn status or active with a future showing date specified, no REALTOR®, including the listing agent, is allowed to show that listing.

- C. Reports of closed sales, exchanges and rentals of all MLS processed properties shall be made to MLS by the listing Participant involved in the transaction within ten (10) calendar days of date of closing. Sales, exchanges and rentals that are reported after ten (10) calendar days will be subject to a fine of \$5 per day, up to a maximum of \$25. In addition, if the closing date is falsified to avoid the late fee, a fine of \$100 will be assessed, in addition to the \$5 per day fee.

**NOTE:** The sales price as recorded in the MLS must be the same as the sales price listed on the Real Estate Transfer Return.

- D. Whenever the Participant is requested by the owner to change the price or any other material condition of the original listing of any property processed with MLS, the Participant shall obtain from the owner written authority for such change and notify the MLS office by computer or change form; within 48 hours, excluding Saturdays, Sundays and Association holidays.
- E. The information published and disseminated by the MLS is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify the information provided and disclaims any responsibility for its accuracy. However, certain fields of information, as authorized by the Board of Directors, filed with the Service by the Participant, may be checked from time-to-time

by the Service for accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

- F. For increased exposure, a listing in a township may be identified with a secondary marketing area/subarea. The listing may not be entered onto the MLS website more than once for this purpose; however, there is a separate field that allows for the secondary area/subarea. The secondary marketing area must be an area that is contiguous to the actual area/subarea and within five miles from the actual area/subarea. An exception to the five-mile limit is allowed if a property is in a school district, or has a mailing address outside of the 5-mile limit.
- G. **Value Range:** When a property that is being marketed as value range is moved to a sold status, the list price must be adjusted to the top of the list price range by the listing office, and the symbol should reflect that it is at the top of the range (a minus.) MLS staff will check value range listings that have sold each month and manually change those that are not changed by the listing office.
- H. **Limited Service:** To aid in alerting subagents and buyer's agents that additional work may be required, a Participant must indicate whether or not a listing is a "Limited Service Listing." Limited Service Listings shall be defined as listing agreements under which the listing broker will **not provide one, or more,** of the following services. MLS Entry-only Listings shall be defined as 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;  
or
  - 5) Participate on the seller(s) behalf in negotiations leading to the sale of listed property

If a Participant lists a property for which limited services are offered, Participant must disclose the services the will **not** provide. A form outlining exactly what services will **not** be provided by the Participant is required to be attached to all Limited Service Listings at the time the listing is entered into the MLS database.

- I. **Remarks:** If, in the judgment of the SCWMLS Board of Directors, the information contained in a property profile entered into the SCWMLS system displays content or links to other sources that contain content that is illegal, obscene, indecent, disparaging, discriminating or otherwise offensive, the listing broker shall have 2 business days to remove this content or link(s). In the event that listing broker fails to comply with this obligation, the property shall be deleted from the system by the SCWMLS.

VII. **Showing Procedure**

All appointments, negotiations and communications regarding listed property shall be made through the listing Participant unless the listing Participant gives the cooperating Participant specific authority to the contrary. Any violation of this procedure may result in MLS Committee sanctions and/or claim of criminal trespass.

VIII. **Presentation of Offer**

The listing Participant 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.

IX. **Lockbox System**

- A. Every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with a local REALTOR® Association or MLS in Wisconsin and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a service agreement with the South Central Wisconsin MLS Corporation. In certain circumstances, a Broker Addendum form must also be executed (as in the case of individuals who are not members of the RASCW or SCWMLS).
- B. The South Central Wisconsin MLS shall refuse to lease keycards, shall terminate existing keycard privileges and shall refuse to activate any keycard held by an individual convicted of a crime if the crime, in the determination of the Board of Directors and after consultation with legal counsel, relates to damage or loss of property or puts clients, customers or other real estate professionals at risk.
- C. Showing appointments must be made through the listing company or as indicated on listing (Seller?)
- D. Control of Keycards: Each agent/appraiser/inspector leasing a card will be responsible for maintaining control of that card. It is not to be loaned to another agent/appraiser/inspector or any other person. Violation of this rule will result in a fine up to \$1,000 to the agent/associate and \$1,000 to the Participant Member. Such violations may also result in loss of card privileges. A DR or owner is able to lend his/her keycard in an emergency to a Keyholder from his/her firm who is in good standing with the MLS lockbox system, with the understanding that the loaner agrees that he/she is ultimately responsible for any wrongdoing resulting from that keycard use.
- E. The MLS Committee will hold hearings on Lockbox system violations with Committee recommendation to the Board of Directors. The Executive Vice President and a member of the Board of Directors will be present for all lockbox system hearings.
- F. A keyholder is allowed only one keycard. The only exception being that a designated Participant or office manager may lease one additional Supra keycard for each 25 keyholders within his/her office location, to be issued on a temporary basis to other keyholders in the same office in the event their Supra keycard fails (becomes non-

functional outside of normal business hours or under circumstances where a replacement keycard is not reasonably available from the Service). These additional keycards will be leased at the currently published rate, but be assessed a reduced annual fee (as published in the current Keybox System sheet).

- G. All State of Wisconsin registered Home Inspectors who are Affiliate members or Local Affiliate members associated with a State Affiliate member of the Association or any other REALTOR® Board/Association are eligible to participate in the system.
- H. A keyholder is allowed to lease additional keycards for use by personal assistants provided the additional keys will only be used by said assistants for the purpose of the business dealings as relating to the keyholder's normal business activities.
- I. When a keycard and all peripheral equipment are returned to the MLS office within two months of the date of the lease, the keycard refund will be a full refund of all key fees paid less \$50. This refund policy applies to all those eligible to lease a keycard with the exception of personal assistants.

X. **Prohibitions**

- A. **Jumped Listings:** 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.

Before contacting the seller of another agent's expired listing, one must use reasonable means to determine if said property has been extended or relisted. For those having access to the MLS website, reasonable means includes tracking the property by address in the History Program and printing the results. If contact is made before midnight of the date listed on the History report, a presumption shall be made that the agent has acted reasonably in determining whether the property has been extended or relisted.

Fines for "jumped listings" will be consistent with the amount listed in the most current schedule of fees and fines for services as maintained by the Executive Officer.

NOTE: For the first offense, the penalty shall be \$100 to the individual salesperson and \$200 to the Participant member. For each offense thereafter, the penalty shall be \$500 to the individual associate and \$1,000 to the Participant.

- B. **Comparable Sales books** (or their equivalent) shall be made available (except as herein provided in I.B.) to any REALTORS® Association members or MLS users.
- C. Participants, their affiliated licensees, or appraisers working for Participants 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 prospective purchaser are or may, in the judgment of the Participant or their affiliated licensees, be interested. The listing reports (property listing data) provided may not include certain data fields that are considered confidential, and therefore available only in broker-to-broker reports. Reports containing these fields may not be distributed to the public.

-Listing Date  
-Expiration Date

-Named Exceptions Y/N  
-Variable Commission Y/N

-Subagent Commission	-Licensee Interest Y/N
-Buyer Agent Commission	-Limited Service Y/N
-Owner Name	-Subject to Policy Letter Y/N
-Broker-to-Broker Comments	-Exclusive Agency Y/N
-Occupancy Features	-Internet Y/N
-All Showing Instruction Fields	-Electronic Consent Y/N

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, licensees affiliated with the Participant, or appraisers working for Participants 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, or service. MLS information, in whole or in part, may not be transferred, electronically or otherwise, to any data service, outside or within the Internet, unless such transfer is approved and controlled by the South Central Wisconsin MLS Corporation. *(See XIII – Internet Data Exchange)*

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 an estimate of value on a particular property for a particular client. However, only such information that a REALTORS® Association-owned Multiple Listing Service has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

*\* It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchasers 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.*

- D. **Use of information** from the MLS compilation of current listing information, from the Association's "Statistical Report," or from any "sold" or "comparable" report of the Association or MLS for public mass media advertising by an MLS Participant or in other public representation may not be prohibited.

Statistical reports generated from the MLS system shall not be released to third parties for publication, unless that publication is an advertisement used in member marketing.

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 Association or the MLS must clearly demonstrate the geography, type of property and period of time for which such claims are based and must include the following, or substantially similar, notice:

*Based on information from the South Central Wisconsin MLS (or alternatively, from the REALTORS® Association of South Central Wisconsin) for the period (date) through (date) for (geography covered) and (type of property).*

- E. **Use of information** developed by or published by the South Central Wisconsin MLS including but not limited to, office or agent rosters, and any contact information, is strictly limited to the activities authorized under a Participant's licensure(s) or certifications(s). Unauthorized uses are prohibited.

It is against MLS rules to use Email addresses, as contained within the MLS system, for bulk emails.

- F. **FOR SALE signs:** Only the "For Sale" signs of the listing broker may be placed on a property.
- G. **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.
- H. **PHOTOS:** Participants submitting a photograph(s) to the SCWMLS represent that they have the right to authorize and are authorizing the SCWMLS to publish the photograph(s) anywhere the SCWMLS data is intended to appear. Participants shall indemnify the SCWMLS in the event of any action or litigation relating to the reproduction of such photograph(s) by the SCWMLS or other authorized entities.

Participants submitting a photograph(s) to the SCWMLS with the knowledge that they do not have the right to authorize the SCWMLS to publish the photograph(s) shall be subject to a fine of \$25 per photograph in addition to any legal or equitable remedies available to the copyright owner of the photograph(s).

The SCWMLS shall remove in a timely fashion any photograph(s) submitted by a Participant who does not have the right to authorize the SCWMLS to publish the photograph(s).

Photos are required for all active listings, but exclude vacant land, commercial property and properties under construction. If an active listing, as identified above, does not have a photo after 7 days (from listing input), the MLS will send a notice to the Broker and listing agent with 5 days to provide a photo. The MLS will send a photographer out to take a photo, and assess a \$50 fee to listing Broker if photo is not provided after such notice.

- I. **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 and customers is available on their websites or otherwise.

XI. **Disputes**

- A. Disputes between member offices shall be submitted to the Grievance Committee of the REALTORS® Association of South Central Wisconsin, and shall be resolved in accordance with the procedures as set forth in the Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS® as modified by the Wisconsin REALTORS® Association for Wisconsin law.
- B. Hearings on complaints alleging violation of the lockbox system are heard by the MLS Committee, with appeals to the MLS Board of Directors.
- C. If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge or allegation of unethical conduct or a request for arbitration, the offense shall be brought before the MLS Committee which may direct the imposition of a sanction or fine against the offender hereinafter the "Recipient." Notice of such imposition shall be sent to the Recipient by U.S. Mail.

However, the Recipient of such fine or sanction may, within ten (10) days of the date of the notice of such administrative action, deliver to the Service a written request for a hearing before the Multiple Listing Committee of the Association or the Service which hearing shall be held in accordance with the Service's Bylaws, Rules and Regulations. Notice of the Committee's decision shall be sent to the Recipient by U.S. Mail.

Within twenty (20) days of the date of the Committee's decision, the Recipient may, by delivery to the Service of written notice thereof, appeal the decision of the Committee to the Board of Directors of the service which shall send to the Recipient written notice of its decision.

XII. **Governing MLS**

- A. There shall be an MLS Committee appointed by the President subject to confirmation by the Board of Directors.

The committee shall consist of twelve (12) members, all of whom shall be REALTOR® members of the South Central Wisconsin MLS and representing firms who are subscribing members of that MLS. The appointment shall be for three (3) years with at least three (3) appointments being made each year. Each year the President shall appoint a chairman from the MLS Committee members, subject to approval of the Directors. Additionally, task forces may be formed by the committee, be appointed by the President, and confirmed by the Board of Directors.

- B. Any committee member whose firm drops its MLS membership or who remains absent for three (3) consecutive meetings without good cause shall automatically

forfeit his/her appointment, unless he/she is restored to the committee by action of the Board of Directors. Any vacancies shall be filled for the unexpired term as under subsection A. above.

- C. The Committee shall advise and assist in the operation of MLS and adopt Rules and Regulations necessary for the orderly dissemination of information and services to the subscribers. All actions shall require at least five (5) affirmative votes with the chairman always eligible to vote, and any changes shall be distributed to the membership fifteen (15) days prior to effective date. Approval or rejection of such recommendations of the MLS Committee shall rest with the Board of Directors.

XIII. **Internet Data Exchange**

- A. **Advertising of Another Participant's Listing.** No Participant of the SCWMLS, or sales agent licensed with the Participant, shall, without first obtaining the listing Participant's permission, advertise a property listed by another Participant in any manner, including but not limited to display, reader board, newspaper, flyer or other publication, except that a Participant or sales agent licensed with the Participant may republish another Participant's listings on the Internet in a manner consistent with the SCWMLS Rules and policies so long as the listing is approved for Internet publication by the owner and Participant.
- B. **Replication of SCWMLS Database by Participants or Sales Agents Licensed with Participants on Internet Permitted.** IDX affords MLS participants the option of authorizing display of their listings on other participants' Internet websites.

Participant's 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 or sales agents licensed with the Participant may not download or frame the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the property owner.

1. Participation in IDX is available to all MLS Participants and sales agents licensed with the Participant who are REALTORS® who are engaged in real estate brokerage and provided the Participant consents to display of their listings by other Participants.
2. Participant and sales agent licensed with the Participant must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.
3. Participant and sales agents licensed with the Participant may not use IDX-provided listings for any purpose other than display on their websites. This does not require Participants or sales agent licensed with the Participant to prevent indexing of IDX listings by recognized search engines.
4. 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 sites.

5. Participant and sales agents licensed with the Participant may select the listings they choose to display on their IDX sites 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 being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant.
6. Participant and sales agents licensed with the Participant must refresh all SCWMLS downloads and refresh all SCWMLS data at least once every 24 hours.
7. Except as provided in these rules, an IDX site of a Participant or sales agent licensed with the Participant operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.
8. When displaying listing content, a Participant’s or sales agent licensed with the Participant’s IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface on every page.
9. Any Internet site 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,shall disable or discontinue either or both of those features as to the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the SCWMLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants’ websites and websites of sales agents licensed with a Participant. Except for the foregoing and subject to below, a Participant’s or sales agent licensed with the Participant IDX site may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller.
10. Participant and sales agents licensed with the Participant 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 SCWMLS and that relates to a specific property displayed on the IDX site. Participants and sales agents licensed with 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 the property explaining why the data or information is false. However, Participants or sales agents licensed with the Participant shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

11. Participants may provide IDX information to their respective real estate franchise organizations ("franchisors") to be indexed for display on such franchisors' websites, subject to the following requirements and limitations. Failure of a franchisor to comply with the following requirements and limitations can, at the discretion of the SCWMLS, result in suspension or termination of the Participant's(s') authority to provide IDX information to the franchisor.
  - a. Initial search results that provide minimal information (e.g., "thumbnails") are exempt from SCWMLS-required disclosures (e.g., listing firm, listing agent, source of information, notice that information is deemed reliable but is not guaranteed accurate) provided that a direct link to a detailed ("full view") display that includes all required disclosures is provided.
  - b. Consumers can link directly to a detailed ("full view") display that complies with disclosure/display rules of the SCWMLS.
  - c. IDX information cannot be used for any unauthorized purpose.
  - d. Inaccurate or incomplete information related to any listing must be promptly corrected by the franchisor at the request of the SCWMLS.
  - e. No advertising may appear on pages displaying IDX information.
  - f. IDX listing information cannot be modified, manipulated, or permanently retained.

NOTE: For purposes of this policy, "real estate franchisor" is defined as a company granting real estate brokerage franchises under the franchisor's trademarks pursuant to a franchise disclosure document meeting applicable Federal Trade Commission rules.

**C. Display of Listing Information Pursuant to IDX is Subject to the Following Rules**

1. Listings displayed pursuant to IDX shall contain only those fields of data designated by the SCWMLS. The dataset allowed to be used for sold listings includes the addition of sold date and sold price. Display of all other fields (as determined by SCWMLS) is prohibited. Confidential fields intended only for other SCWMLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.
2. The type of listing agreement (e.g., exclusive right-to-sell, exclusive agency, etc.) may not be displayed on IDX sites.
3. Participant or sales agents licensed with the Participant shall not modify or manipulate information relating to other Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) SCWMLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of SCWMLS data display or display of fewer than all of the available listings or fewer authorized data fields.
4. All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of

listing data, immediately above, below or adjacent to the primary listing photograph.

5. All listings displayed pursuant to IDX shall credit the SCWMLS as the source of the other Participants' listings appearing on the IDX website via a copyright statement in a form approved by the SCWMLS.
6. Any Internet site used by Participant or sales agents licensed with the Participant or publication of SCWMLS data shall be controlled by the Participant and sales agents licensed with the Participant. Participant and sales agent licensed with the Participant 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 not guaranteed accurate by the SCWMLS.
7. The SCWMLS required use of other disclaimers to protect Participants and/or the MLS from liability.
8. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party.
9. The data consumers can retrieve or download in response to an inquiry shall be limited to a maximum one hundred (100) listings.
10. Display of expired, withdrawn, and pending listings is prohibited.
11. Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.
12. Participant and sales agents licensed with the Participant are required to employ appropriate security protection such as firewalls, provided that any security measures required may not be greater than those employed by the SCWMLS.
13. IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to the SCWMLS if the SCWMLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of SCWMLS rules related to use by consumers.
14. All printed reports and email responses, containing SCWMLS data, generated from an IDX site, are subject to the same rules as the listing display on that site.
15. Office and agent rosters are provided for the purpose of linking listings to offices/agents. Participant or sales agents licensed with the Participant are not authorized to publish office and/or agent rosters obtained with the MLS dataset on their websites.
16. Participant or sales agents licensed with the Participant shall not make any statements or display graphics on their website that implies the Internet viewer is "searching the MLS," or otherwise accessing or viewing the SCWMLS.

- D. **Sales Agents May :“Frame” Participant’s Sites.** Participant may allow a sales agent licensed with the Participant to “frame” the Participant’s Internet site from the sales agent’s internet site if, and only if:
1. The Participant is contributing its listings for Internet publication by other SCWMLS Participants.
  2. The Participant’s Internet site is in compliance with SCWMLS Rules and policies.
  3. The sales agent’s Internet site includes the Participant’s identity on every page (a Participant may allow a sales agent to “co-brand” the Internet site).
  4. The sales agent has signed an agreement with Participant that includes the sales agent’s commitment to abide by the SCWMLS Rules and policies to the same extent as the Participant, which agreement shall be provided to the SCWMLS on request.
  5. The MLS data displayed on a sales agent’s Internet site must be identical to the MLS data displayed on the Participant’s Internet site.
- E. **Written Agreement Required for Participants to Download SCWMLS Database.** Participants and sales agents licensed with the Participant shall not electronically transfer information (download) from the SCWMLS Internet database to the Participant’s or sales agent licensed with Participant’s own database for any purpose, including republishing on the Internet, without signing a SCWMLS Data Access and Use License Agreement.
- F. **Participants May Frame SCWMLS Public Access Site.** A SCWMLS Participant, or a sales agent licensed with a SCWMLS Participant, who is primarily engaged in and licensed to provide real estate brokerage services to buyers and sellers may frame the SCWMLS public access site \*wisconsinhomes.com with the following provisions and in keeping with any policies that the SCWMLS may adopt from time to time.
1. The Participant is contributing its listing for Internet publication by other SCWMLS Participants.
  2. The method of framing does not violate either state licensing laws/regulations or the REALTOR Code of Ethics.

\* A modified site at [www.wisconsinhomes.com/index2.php](http://www.wisconsinhomes.com/index2.php) is void of advertising and allows for easier framing.

- G. **Service Fees and Charges.** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

Changes to a Participant’s or sales agent licensed with the Participant’s IDX site necessary to cure a violation of the SCWMLS rules must be accomplished within 10 calendar days of notice from the SCWMLS of the violation. If, after 10 calendar days of notice, the IDX site remains non-compliant, the vendor will be directed to remove all SCWMLS IDX listings, and the Participant will be assessed a fee of \$100 per day until such time as the non-compliance issues are resolved or the SCWMLS IDX listings have been removed. If, on the 20<sup>th</sup> calendar day, the non-compliance issues are not resolved

or the SCWMLS IDX listings have not been removed, the SCWMLS Directors may take additional action, including, but not limited to, discontinuance of the data transfer (download).

XIV. **VOW Rules** (Section 19 of NAR MLS Policy Manual)

Section 19.1

- A. A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.
- B. As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.
- C. "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- D. As used in Section 19 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 19.2

- A. The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- B. Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").
- C. Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

### Section 19.3

- A. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
- (i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - (ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
  - (iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
- B. The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.
- C. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- D. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
  - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of

real estate of the type being offered through the VOW;

- iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
  - v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- E. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- F. The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

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

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

#### Section 19.6

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

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Seller Opt-Out Form

1. Please check either Option a or Option b
  - a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.  
OR
  - b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

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initials of seller

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

Section 19.7:

- A. Subject to subsection (b), a Participant's VOW may allow third-parties
  - (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing
- B. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

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

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

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

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

Section 19.12: A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

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

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

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

- A. The compensation offered to other MLS Participants.
- B. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- C. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- D. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

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

- Section 19.17: A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable, but the buyer should verify the information, as it is provided by the seller, listing broker, and other parties. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.
- Section 19.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.
- Section 19.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 250 sold listings in response to any inquiry.
- Section 19.20: A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.
- Section 19.21: A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.
- Section 19.22: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
- Section 19.23: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.
- Section 19.24: Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

# MLS Operation

## I. Input of Listing Information

- A. The MLS stores five different categories of properties in the MLS system: (1) Single family, (2) Condominium, (3) Multi-family, (4) Lots/Vacant Land, (5) Business/Industrial/Commercial.
- B. Profile sheets are available to aid in entering data for listings. The Profile sheets are numbered and labeled in the upper left corner to distinguish between the five different categories. Profile sheets are available from the MLS office at no charge, or can be downloaded from the MLS website [www.scwmls.com](http://www.scwmls.com) or can be retrieved from the MLS Docs section on Paragon.
- C. Profile sheets can be broken down into seven sections.

### 1. *The Keyword Section* (front of profile sheet)

- a. Boxes shaded in gray are optional. Boxes that are white are required.  
*[NOTE: You only have as many spaces as there are boxes.]*
- b. Round any dollar amounts up and room dimensions down. No commas are needed for dollar entries. *[NOTE: If the property is a value range priced listing, you must select one specific dollar amount as list price, the value range must then be indicated in the remarks section of the listing.]*
- c. For listings in the city of Madison, see the wall map for area/subarea codes.
- d. When entering a street name, spell out the name of the street, but abbreviate the street "tag" as follows:

Avenue	AVE	Highway	HWY	Rural Rt	RT
Boulevard	BLVD	Lane	LN	Street	ST
Box	B	Lot	L	Saint*	ST.
Circle	CIR	Parkway	PKY	Terrace	TERR
Court	CT	Place	PL	Trail	TR
Drive	DR	Road	RD		

\* No spacing between ST. and name  
 Numbered streets (i.e., First St) should be entered as numbers (i.e., 1st St)  
 HWY applies to all State roads, US highways and county trunk highways

- e. Because these are searchable items in the MLS system, do not abbreviate school names, street names or subdivision names.
- f. Commission should be reported as commission to the selling company, NOT the total commission.

- g. Several keywords on the top of the profile sheet can be automatically imported from the MLS's *Public Records* program for Dane, Sauk and Columbia county properties. Importing will work only if a correct parcel number is entered when using the *tax autofill* option in the listing input screen. If the property you are entering is not in Dane, Sauk or Columbia County, you will not be able to import information from tax records.
  - h. Studio condos can be identified as having 0 or 1 bedrooms, at the option of the listing agent. However, they must be identified by the Style feature "Studio."
- 2. *Directions* -- Fill out for all types of properties (especially important for rural properties).
  - 3. *The Remarks Section*

The general "Remarks" section is reserved for information describing the property. The "Additional wisconsinhomes Remarks" section can be used for information not allowed in the general remarks section. This, along with the general remarks, is the verbiage that will display on the Internet listing for the property if you answer "yes" to the Internet question. "Broker to broker info" is the section to use for listing agent and office information such as names, phones numbers, web addresses, bonuses, co-list information, special showing information, etc.

If, in the judgment of the SCWMLS Board of Directors, the information contained in a property profile entered into the SCWMLS system displays content or links to other sources that contain content that is illegal, obscene, indecent, disparaging, discriminating or otherwise offensive, the listing broker shall have 2 business days to remove this content or link(s). In the event that listing broker fails to comply with this obligation, the property shall be deleted from the system by the SCWMLS.

- 4. *The Feature Section* (back)
  - a. An entry is required under each feature category. If a feature category does not apply to the property you are listing, choose N/A. Do not leave an entire feature blank.
  - b. Use choice "See Remarks" to note that a further comment about the feature may be found in the REMARKS section.
  - c. You may circle as many choices under each feature letter as apply to the property.
  - d. If "Farm" is selected under Type, for Single Family listings, the MLS-approved Associated Document for Farm Listings must be included.
- 5. *Photos*

Photos are required for all active listings, but exclude vacant land, commercial property and new construction. If an active listing, as identified above, does not have a photo after 7 days (from listing input), the MLS will

send a notice to the Broker and listing agent with 5 days to provide a photo. The MLS will send a photographer out to take a photo, and assess a \$50 fee to listing Broker if photo is not provided after such notice.

No photos of *bodies of water* are allowed unless the view is visible from the property, or from the deeded access.

6. *The Internet Question*

- a. Select Y if you want the listing included on the MLS Internet site.
- b. Do not check the box if you or your seller do not wish to have the listing appear on the Internet.

- D. MLS listings must be entered in the MLS system within seven (7) days of the listing date, effective date or signature date on the listing contract. If a listing is past the seven-day limit for entering in the MLS system, **there is a \$100 per day fine.**

**NOTE:** If the seller has directed that a listing cannot be shown, the property should be boarded within seven (7) days. It should then either be placed in withdrawn status until such time as cooperation and compensation can be offered and any and all REALTORS® can be allowed access for showings, or the listing can remain active. Listings in active status that cannot be shown, per the seller's direction, must include the date showings will be allowed within the first line of the General MLS remarks. In each case, whether the listing is placed in withdrawn status or remains in active status, it is understood that the prohibition of showings until the specified date includes showings conducted by any and all REALTORS®, including the listing broker.

- E. If your office has access to the MLS system, submit your completed profile sheet to your office data input personnel. If your office does not have access to the MLS system, submit your completed profile sheet along with a copy of the listing contract to the MLS office. [There is a three-day limit for resubmitting profile sheets that have been returned to broker offices because of incomplete information.]

- F. The cost of inputting a listing is \$10.00 if loaded by the MLS. These charges are invoiced monthly to the Participant.

- G. **Dual Category Listings** -- For increased exposure, you may submit more than one category profile sheet (i.e., condo and single family). For duplicate entries, your property will have more than one MLS number.

1. Only condos that are either stand-alone or half-duplexes are allowed to be marketed secondarily under the Single Family category. Condo fees must be listed in the first line of MLS general remarks for condos listed under the Single Family category.
2. Single-family residential properties may not be entered under the condominium category unless there are condo docs, a shared wall, or a monthly maintenance fee associated with the property.
3. All MLS listed properties can be entered only once in each applicable category. An exception can be made for properties with legally divisible parcels of land.

4. Single-family listings are not allowed in the multi-family category, and multi-family listings are not allowed in the single-family category, with the exception of multi-family dwellings that were originally single-family dwellings and can be converted back (these may be listed in single-family as well as multi-family).
  5. The Multi-family category is limited to multi-unit building that contain two or more separate dwelling units. An exception can be made for single unit property that are zoned multi-family. For single unit properties that are zoned multi-family, the listing must have the "zoned multi-family" feature selected under the Type feature group. [The listing agent for this type of property can choose to enter it as Single Family or Multi Family, but not both.]
  6. Single unit properties that are zoned multi-family are allowed under the Multi-family category
  7. The Lots & Acreage category is limited to vacant land, and land with buildings other than residential structures. An exception can be made for properties that have a residential structure with little or no value. For Lots & Acreage listings that include a residential structure with little or no value, the listing must have the "Residential Structure with Little or No Value" feature selected under the Improvements feature group.
  8. Farm-type properties with no residential structure are restricted to the Lots & Acreage category.
- H. **Accuracy of Data:** You are responsible for the accuracy of the data you report. No member will intentionally insert false or misleading data. One party listings and building contracts added to the MLS system as comparables must contain the same information as is required on active listings. Incomplete or inaccurate data reported to the MLS Committee must be corrected within five days of receipt of a letter from the MLS identifying the problem(s). You will be assessed \$5/day after the five-day notice until the correction(s) have been made.
- I. A new listing contract must be secured before a listing can be entered as new. You may not withdraw a property only to reenter that same property for the purpose of getting a new MLS number and exposure as "new."
- J. **Secondary Marketing Area:** -- For increased exposure, a listing in a **township** may be identified with a secondary marketing area/subarea. The listing may not be entered in the MLS system more than once for this purpose; however, there is a separate field on the profile sheet that allows for the secondary area/subarea. The guidelines for secondary marketing area are that it be an area that is contiguous to the actual area/subarea and within five miles from the actual area/subarea. However, the secondary marketing area can be listed as any contiguous city or village that the agent deems as most appropriate, even if it exceeds the 5-mile guideline. An agent may consider location, school district, or mailing address when making this decision. If listing is within a city or village, a secondary marketing area may not be used.

NOTE: The only exception that will allow another marketing area to be used outside a township is for cities and villages that cross county lines. In these cases, the MLS system will automatically include the other county code for that municipality as the other marketing area.

- K. **New Construction:** The estimated completion date must be included in the first line in the public remarks section of all new construction listings, and if construction has not yet begun, the "building plans with lot" type feature must be selected (rather than "under construction.")

New construction properties can be entered only once, and if construction has not been started, this must be disclosed. The MLS will delete expired listings of properties for which construction was never started.

- L. Only virtual tours that link to a page that includes a tour of the property with no agent information and no office contact information are allowed on MLS listings.
- M. Photos, virtual tours, public associated documents, general MLS remarks and directions fields may not include personal data, contact information, instructions to contact/call anyone. No information such as names, phone numbers, web addresses, etc. are allowed in these sections of an MLS listing.
- N. **Manufactured Homes on Leased Land:** When listing a manufactured home without land, the MLS requires the following statement to be included in the Broker-to-Broker Remarks area: "Personal Property sale – no approved forms. See [www.scwmls.com/mh/pdf](http://www.scwmls.com/mh/pdf)"
- O. **Building Contracts** are only allowed on the MLS if they include land for sale.
- P. **Lot Size** – Single Family properties with more than 2 acres must include the actual number of acres in the Lot Size field.
- Q. **Finished Square Footage** – For details on how to report square footage, see the Finished Square Footage page in the Exhibits at the end of this Handbook.
- R. **Entering Non-MLS Sales** – When entering non-MLS sold listings the following guidelines are to be used:
- If a FSBO is entered as a sold, the list side should be recorded as *Sold by REALTOR®* and the sale side as the *actual selling agent*.
  - If an exclusive agency listing is sold by the seller, the list side should be recorded as the actual listing agent, and the sale side as *Sold by Seller*.
  - If a one-party listing is entered as a sold, the list side should be as the *actual listing agent*, and the sale side should be recorded as the *actual selling agent*.
  - If a property sells to a seller listed exclusion, the list side should be recorded as *Sold by Seller* and the sale side should be recorded as *Sold by Seller*.

## II. **Making Changes to Listing Information**

- A. Any change to a particular listing should be reported promptly (see Article VI of the MLS Corporation Rules and Regulations).
- B. Participants who have access to the MLS system should make changes directly to their listings by using the MLS listing change option in the MLS system. There is no need to mail MLS Change Forms or documentation of changes to the MLS office once the change has been made.

- C. Participants who do not have access to the MLS system must report all changes to the MLS office by completing an MLS Change Form (see exhibit in back of this handbook). There is no charge for making any change that is handled with a change form.
- D. For co-broke sales with non-MLS members, the "agent" you should use in reporting the sale is Non Member. FSBO sales should be identified by using FSBO as the listing agent and office codes.
- E. For co-broke sales where an agent acts on their own behalf in purchasing an MLS listed property, the sale-side of the transaction shall be recorded under the listing office. If another agent in his/her firm represents the agent/buyer, the sale-side of the transaction shall be recorded under the firm representing the buyer.
- F. When a property that is being marketed as value range is moved to a sold status, the list price must be adjusted to the midpoint of the list price range by the listing office. MLS staff will check value range listings that have sold each month and manually change those that are not changed by the listing office.

### **III. Dissemination of Listing Information**

*Information on properties listed on the MLS is disseminated to MLS Participant members and those licensed under said Participant via the MLS system.*

- A. *MLS Membership:* Please refer to the MLS website for specific information on the current MLS system [www.scwmls.com](http://www.scwmls.com).
- B. *Sold Only Access:* Since comparable statistics are a service of the Association, RASCW REALTOR® members may subscribe to Comparable Listings via a "Sold Only" access to the MLS system, at a price determined by the Finance Committee.

### **IV. SUPRA Products Lock Box System**

- A. All service charges, Keycard costs and replacement costs and contracts will be between Participant Member/agent and the MLS.
- B. Every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an RASCW DR or SCWMLS Participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a service agreement with the South Central Wisconsin MLS Corporation.  
  
All State of Wisconsin registered Home Inspectors who are Affiliate members or Local Affiliate members associated with a State Affiliate member of the Association or any other REALTOR® Board/Association are eligible to participate in the system.
- C. Showing appointments must be made through the listing company.
- D. Control of Keycards: Each agent/appraiser/inspector leasing a keycard will be responsible for maintaining control of that card. It is not to be loaned to another agent/appraiser/inspector or any other person. Violation of this rule will result in a fine up to \$1,000 to the agent/associate and \$1,000 to the Participant Member. Such violations may also result in loss of card privileges. A Participant or owner is able to lend their keycard in an emergency to a Keyholder from his/her firm who is in good standing with the MLS lockbox system, with the understanding that the loaner

agrees that he/she is ultimately responsible for any wrongdoing resulting from that keycard use.

- E. A keyholder is allowed only one keycard. The only exception being that a designated Participant or office manager may lease one additional Supra keycard for each 25 keyholders within his/her office location, to be issued on a temporary basis to other keyholders in the same office in the event their Supra keycard fails (becomes non-functional outside of normal business hours or under circumstances where a replacement keycard is not reasonably available from the Service). These additional keycards will be leased at the currently published price, but be assessed a reduced annual fee (as published in the current Keybox System sheet).
- F. The MLS Committee will hold hearings on Keycard system violations with Committee recommendation to the Directors.
- G. An agent/appraiser/inspector may designate someone else to pick up a replacement keycard for them, subject to verification, as necessary.
- H. The SCWMLS shall refuse to lease keycards, shall terminate existing keycard privileges and shall refuse to activate any keycard held by an individual convicted of a crime if the crime, in the determination of the Board of Directors and after consultation with legal counsel, relates to damage or loss of property or puts clients, customers or real estate professionals at risk.
- I. The SCWMLS currently has reciprocal agreements with the following REALTOR® Associations for use of keycards:
  - Rockford Area Association of REALTORS® (Illinois)
  - Lakes Area REALTORS® Association (Walworth County)
  - Central Wisconsin Board of REALTORS® (Wausau area)
  - REALTORS® Association of Northeast Wisconsin (Fox Valley Area)

*[NOTE: See Exhibits for additional information on the Supra keybox/keycard system.]*