

**CENTRAL WISCONSIN MULTIPLE LISTING SERVICE, INC.**  
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**POLICY AND PROCEDURES**

- PURPOSE:* These policies and procedures are intended for use in conjunction with the current Bylaws and Rules and Regulations of the Central Wisconsin Multiple Listing Service.
- FUNCTION:* To clarify and interpret certain MLS Bylaws and Rules and Regulations. To state in an orderly manner, for use by its members, policy and procedure that has been recommended and approved by the Board of Directors.
- OBJECTIVE:* To update the manual annually, or as needed, to reflect changes or additions to MLS policy and procedure.

**CWMLS POLICIES AND PROCEDURES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Notice to Association Members - Under the long-established policy of this association, the (state) association of Realtors®, and the National Association of Realtors®:*

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

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

## **MLS OPERATION**

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

A listing agreement or property data form, when filed with the CWMLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **Listings with incorrect data can be fined \$100 and \$5/day if the listing has not been corrected from the date that the original fine is due to MLS.**

**NEW LISTINGS:** A new listing contract must be secured before a listing can be entered as New. You may not withdraw a property only to reenter that same property for the purpose of getting a new MLS number and exposure as "new." **Violation of this rule will result in a \$50 fine. CWMLS will not issue a warning for the first violation.**

## **INPUT OF LISTING INFORMATION**

*Sharing MLS logins and passwords is strictly prohibited and fineable up to \$15,000. Office staff and agent assistants must be added to the Designated REALTOR'S MLS roster and can only access someone else's MLS profile by using Assume Identity. CWMLS will not charge a monthly fee for office staff and agent assistants.*

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

**JURISDICTION REQUIREMENT:** All residential property, 1 to 4 family, listings within the jurisdiction of CWMLS (Clark, Marathon, Portage, Taylor and Wood counties) must be filed with CWMLS within four (4) business days. All other listings that are outside of the jurisdiction or are in the other four available classes may be filed with CWMLS at the Participants discretion. **NOTE:** Once the listing is entered into the MLS system, no matter the jurisdiction or class, all of the CWMLS rules and regulations to data entry apply.

**FILING LISTING CONTRACTS:** The listing contract must be emailed or faxed to CWMLS immediately after the information is entered into the MLS database. The listing must be entered into the system within (4) business days of the listing date, effective date or signature date of the listing contract, whichever date is the most recent.

**LATE ENTRY:** If the entry for the new listing has not been put in the system within the time frame (4 business days) the effective date should be changed and initialed by the seller. A warning will be issued and recorded for the first offence, and fined \$100.00 (per listing) for any time after that with a \$5/day fine applied if the listing has not been entered after the preliminary warning letter or \$100 fine has been assessed. This will be on an annual basis, January 1<sup>st</sup> through December 31<sup>st</sup>. The MLS number and class must be shown in the subject line for all contracts emailed to CWMLS. The MLS number must be written on the contract for all listings that are faxed to CWMLS. All new listings are broker load. There is a \$50.00 charge for the CWMLS staff to enter a new list.

**NOTE: Filing Listings Of Properties That Cannot Be Shown:** If the seller has directed in writing that the property cannot be shown, the signed listing contract must be filed with the MLS office within four (4) business

days. The MLS office will keep the form until listing contract has expired or has been entered into the MLS system. Any and all agents may call the MLS office to see how long that particular property will be excluded.

**LISTING INPUT SHEETS:** For every property that is to be entered into the MLS system, you must complete a Listing Input Sheet. Profile sheets for each class are available from the MLS office at no charge, or can be downloaded from Paragon >MLS Documents.

**BROKER LOAD:** Listing entry and changes to listings are broker load. If your office has access to the MLS system, submit your completed profile sheet to your office data input personnel. If the office does not have office staff for this purpose, the Participant must notify CWMLS in writing to give agents office staff security.

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

The cost of inputting a listing is \$50.00 if loaded by the MLS. These charges are invoiced monthly to the Participant.

**TOTAL SQUARE FOOTAGE:** The total square footage source must be entered. Total square footage must be obtained from either the Seller, Assessor, Appraisal, Blueprints, Agent or a combination of these choices.

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

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

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

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

### **PHOTOS/VIRTUAL TOURS**

CWMLS does not require a minimum photo entry for listings, but keep in mind that all classes are uploaded to REALTOR.com, member websites and other third party websites and the primary photo as well as thirty seven (37) additional photos can be uploaded to these sites.

You can upload one (1) primary (typically the front exterior of the property), and thirty seven (37) additional photos in Paragon. If you would like the MLS to upload your photo for you, you can email it to the MLS office to be uploaded.

**PHOTO OWNERSHIP:** All photos belong to the person that took the photos or are contractually owned otherwise. New listing offices will need to take new photos for listings previously held at another office. *Agents cannot use photos from a listing that was previously held at another office.*

**PROHIBITED MARKETING:** It is prohibited to have business cards, agent’s photos, company logos or any advertising media in photos and/or the virtual tour section of a listing entered into the database. This includes

company “Watermarking” of photos and videos. Virtual tours must link to the tour of the property and not the office website. Listings violating this rule will be removed from the CWMLS database with 10 days’ notice.

**REMARKS/ADDITIONAL REMARKS:** The “Remarks” and “Additional Remarks” sections are reserved for information describing the property only. Agent name, phone number, and websites are prohibited in these sections. The “Agent to Agent Remarks” section can be used for further information or communication with other brokers or agents. Users must customize the report view they are using and add “Agent to Agent Remarks” field to their view.

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

**CHANGES TO BE FILED WITH CWMLS:** Participants should make changes directly to their listings by using the MLS Listings/Maintain option in the MLS system. Amendments must be filed, within three (3) business days, with CWMLS for all price and/or expiration date changes.

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

**NOTE: Withheld/Delayed Status:** If a seller states in writing that they do not want their property shown for a period of time during the time that they have an active listing contract with the Participant, due to an issue that arises while the property is active (i.e. renovations, carpet cleaning) the property must be entered/changed to Withheld/Delayed status. When a property is shown as Withheld/Delayed, the property cannot be shown by any REALTOR, including the Participant. If placed in Withheld/Delayed status, the date the listing will be available for showings must be entered in the “Show Date” field.

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

**BUYER’S NAME:** The Buyer’s last name, as shown on the transfer document that is registered with the Register of Deeds, must be entered in the Sold data for all listings entered into the MLS database. If the name is not entered as shown on the transfer deed, a warning will be issued and recorded for the first offence and fined \$100 per occurrence for any time after that.

**ONE-PARTY/FSBO SALES/SALES FROM ANOTHER MLS (NON-MLS SALE):** When entering these sold listings the following guidelines are to be used:

**One-Party Sales** – If there is a one-party listing contract in place, enter the agent’s name for the listing and selling side. If there is only a buyer’s agency in place, enter the agent’s name for the listing and selling side, then contact CWMLS to change the listing agent to NON-MLS.

Non-MLS Sales- For sales that were listed in another MLS enter the agent's name as the listing and selling agent, then contact CWMLS to change the listing agent to NON-MLS.

**AGENT PURCHASED:** For co-broke sales where an agent acts on their own behalf in purchasing an MLS listed property, the sale-side of the transaction shall be recorded under the 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.

### **DISSEMINATION OF LISTING INFORMATION**

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

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

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

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

### **IDX (Internet Data Exchange)**

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

**CWMLS COPYRIGHT:** "Copyright © 2003 – 2015 Central Wisconsin Multiple Listing Service, Inc. All rights reserved." Must appear on all websites using CWMLS IDX Feeds.

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

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

**ZILLOW YES OR NO:** Choose "NO" for this field if the Seller does not wish to have the listing appear on Zillow.com or Trulia.com.

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

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

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

### **I. Definitions and Scope of Policy.**

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

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

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

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

2. The right to display listings in response to consumer searches is limited to display of MLS data supplied by the MLS(s) in which the Participant has participatory rights. This does not preclude a firm with offices participating in different MLSs from operating a master website with links to such offices’ VOWs.

3. Participants’ Internet websites, including those operated for Participants by AVPs, may also provide other features, information, or services in addition to VOWs (including the Internet Data Exchange (“IDX”) function).

4. The display of listing information on a VOW does not require separate permission from the Participant whose listings will be available on the VOW.

5. Except as permitted in Sections III and IV, MLSs may not adopt rules or regulations that conflict with this Policy or that otherwise restrict the operation of VOWs by Participants.

### **II. Policies Applicable to Participants’ VOWs.**

1. A Participant may provide brokerage services via a VOW that include making MLS active listing data available, but only to consumers with whom the Participant has first established a lawful consumer-broker relationship, including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreement(s).

2. A Participant’s VOW must obtain the identity of each Registrant and obtain each Registrant’s agreement to Terms of Use of the VOW, as follows:

- a. A Registrant must provide his or her name and a valid email address. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection c below). The Registrant may be permitted to access the VOW only after the Participant has verified that the email address provided is valid and that Registrant received the Terms of Use confirmation.
- b. The Registrant must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW. The user name and password may be established by the Registrant or may be supplied by the Participant, at the option of the Participant. An email address may be associated with only one user name and password. The Registrant's password and access must expire on a date certain but may be renewed. The Participant must at all times maintain a record of the name and email address supplied by the Registrant, and the username and current password of each Registrant. Such records must be kept for not less than 180 days after the expiration of the validity of the Registrant's password. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more Registrants, the Participant shall, upon request, provide to the MLS a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any Registrant identified by the MLS to be suspected of involvement in the violation.
- c. The Registrant must be required affirmatively to express agreement to a "Terms of Use" provision that requires the Registrant to open and review an agreement that provides at least the following:
- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  - ii. That all data obtained from the VOW is intended only for the Registrant's personal, non-commercial use;
  - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - iv. That the Registrant will not copy, redistribute, or retransmit any of the data or information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property;
  - v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

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

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

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

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



4. A Participant's VOW must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.
5. A Participant's VOW must comply with the following additional requirements:
- a. No VOW shall display listing or property address of any seller who have affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to the MLS that a seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listing or property address of a seller who has determined not to have the listing or address for its property displayed on the Internet.
  - b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that conforms to the form attached to this Policy as Appendix A. The Participant shall retain such forms for at least one year from the date they are signed.
  - c. With respect to any VOW that:
    - (i) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
    - (ii) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, the VOW shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Except for the foregoing and subject to subparagraph (d), a Participant's VOW may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled "at the request of the seller."
  - d. A VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the VOW operator beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The VOW operator shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the VOW operator shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
  - e. Each VOW shall refresh MLS data available on the VOW not less frequently than every 3 days.
  - f. Except as provided elsewhere in this Policy or in MLS rules and regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.
  - g. Every VOW must display a privacy Policy that informs Registrants of the ways in which information obtained from them will be used.
  - h. A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, or whether the listing broker is a Realtor®.

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

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

### **III. Policies Applicable to Multiple Listing Services**

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

2. An MLS shall, if requested by a Participant, provide basic “downloading” of all MLS non-confidential listing data, including without limitation address fields, listings types, photographs, and links to virtual tours. Confidential data includes only that which Participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in paragraph IV(1) of this Policy, provided that sold data (i.e., listing information relating to properties that have sold) shall be deemed confidential and withheld from a download only if the actual sales prices of completed transactions are not accessible from public records. For purposes of this Policy, “downloading” means electronic transmission of data from MLS servers to a Participant’s or AVP’s server on a persistent basis. An MLS may also offer a transient download. In such case, it shall also, if requested, provide a persistent download; provided that it may impose on users of such download the approximate additional costs incurred by it to do so.

3. This Policy does not require an MLS to establish publicly accessible sites displaying Participants’ listings.

4. If an MLS provides a VOW-specific feed, that feed must include all of the non-confidential data included in the feed described in paragraph 2 above except for listings or property addresses of sellers who have elected not to have their listings or addresses displayed on the Internet.

5. An MLS may pass on to those Participants who will download listing information the reasonably estimated costs incurred by the MLS in adding or enhancing its “downloading” capacity to enable such Participants to operate VOWs.

6. An MLS may require that Participants:

a. utilize appropriate security protection, such as firewalls, as long as such requirement does not impose security obligations greater than those employed concurrently by the MLS, and/or

b. maintain an audit trail of Registrants’ activity on the VOW and make that information available to the MLS if the MLS has reason to believe that any VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules.

7. An MLS may not prohibit or regulate display of advertising or the identification of entities on VOWs (“branding” or “co-branding”), except to prohibit deceptive or misleading advertising or co-branding. For purposes of this provision, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a VOW established and operated by or for more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

8. Except as provided in this Policy, an MLS may not prohibit Participants from enhancing their VOWs by providing information obtained from sources other than the MLS, additional technological services (such as mapping functionality), or information derived from non-confidential MLS data (such as an estimated monthly payment derived from the listed price), or regulate the use or display of such information or technological services on any VOW.

9. Except as provided in generally applicable rules or policies (such as the Realtor® Code of Ethics), an MLS may not restrict the format of data display on a VOW or regulate the appearance of VOWs.

10. Subject to the provisions below, an MLS shall make MLS listing data available to an AVP for the exclusive purpose of operating a VOW on behalf of a participant. An MLS shall make MLS listing data available to an AVP under the same terms and conditions as those applicable to participants. No AVP has independent participation rights in the MLS by virtue of its right to receive data on behalf of a participant or the right to use MLS data, except in connection with operation of a VOW for a participant. AVP access to MLS data is derivative of the rights of the participant on whose behalf the AVP is downloading data.

a. A participant, non-principal broker or sales licensee, or AVP may establish the AVP's right to receive and use MLS data by providing to the MLS a writing in which the participant acknowledges its or its non-principal broker's or sales licensee's selection of the AVP to operate a VOW on its behalf.

b. An MLS may not charge an AVP, or a participant on whose behalf an AVP operates a VOW, more than a participant that chooses to operate a VOW itself (including any fees or costs associated with a license to receive MLS data, as described in Subsection g., below), except to the extent that the MLS incurs greater costs in providing listing data to the AVP than the MLS incurs in providing listing data to a participant.

c. An MLS may not place data security requirements or restrictions on use of MLS listing data by an AVP that are not also imposed on participants.

d. An MLS must permit an AVP to download listing information in the same manner (e.g., via a "Real Estate Transaction Standard" [RETS] feed or via a "File Transfer Protocol" [FTP] download), at the same times and with the same frequency that the MLS permits participants to download listing information.

e. An MLS may not refuse to deal directly with an AVP in order to resolve technical problems with the data feed. However, the MLS may require that the participant on whose behalf the AVP is operating the VOW participate in such communications if the MLS reasonably believes that the involvement of the participant would be helpful in order to resolve the problem.

f. An MLS may not condition an AVP's access to a data feed on the financial terms on which the AVP provides the site for the participant.

g. An MLS may require participants and AVPs to execute license or similar agreements sufficient to ensure that participants and AVPs understand and agree that data provided by the MLS may be used only to establish and operate a VOW on behalf of the participant and not for any other purpose.

h. An MLS may not:

- i. prohibit an AVP from operating VOWs on behalf of more than one participant, and several participants may designate an AVP to operate a single VOW for them collectively,
- ii. limit the number of entities that participants may designate as AVPs for purposes of operating VOWs, or

- iii. prohibit participants from designating particular entities as AVPs, except that, if an AVP's access has been suspended or terminated by an MLS, that MLS may prevent an entity from being designated an AVP by another participant during the period of the AVP's suspension or termination.

i. Except as stated below, an MLS may not suspend or terminate an AVP's access to data:

- i. for reasons other than those that would allow an MLS to suspend or terminate a participant's access to data, or
- ii. without giving the AVP and the associated participant(s) prior notice and the process set forth in the applicable provisions of the MLS rules for suspension or termination of a participant's access.

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

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

11. An MLS may not prohibit, restrict, or impede a participant from referring Registrants to any person or from obtaining a fee for such referral.

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

1. An MLS may impose any, all, or none of the following requirements on VOWs but may impose them only to the extent that equivalent requirements are imposed on Participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms:

- a. A participant's VOW may not make available for search by or display to Registrants the following data, intended exclusively for other MLS participants and their affiliated licensees:
  - i. expired, withdrawn, or pending listings
  - ii. sold data, unless the actual sales price of completed transactions is accessible from public records
  - iii. the compensation offered to other MLS participants
  - iv. the type of listing agreement, i.e., exclusive-right-to-sell or exclusive agency
  - v. the seller(s) and occupant(s) name(s), phone number(s) and e-mail address(es), where available
  - vi. instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property

- b. The content of MLS data that is displayed on a VOW may not be changed from the content as it is provided in the MLS. MLS data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such other data or information is clearly identified. This requirement does not restrict the format of MLS data display on VOWs or display of fewer than all of the listings or fewer authorized data fields.
  - c. There shall be a notice on all MLS data displayed indicating that the data is deemed reliable, but is not guaranteed accurate by the MLS. A participant's VOW may also include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.
  - d. Any listing displayed on a VOW shall identify the name of the listing firm in a readily visible color, and reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.
  - e. The number of current or, if permitted, sold listings that Registrants may view, retrieve, or download on or from a VOW in response to an inquiry may be limited to a reasonable number. Such number shall be determined by the MLS, but in no event may the limit be fewer than one hundred (100) listings or five percent (5%) of the listings in the MLS, whichever is less.
  - f. Any listing displayed on a VOW shall identify the name of the listing agent.
2. An MLS may also impose the following other requirements on the operation of VOWs.
- a. Participants displaying other brokers' listings obtained from other sources, e.g., other MLSs, non-participating brokers, etc., shall display the source from which each such listing was obtained.
  - b. A maximum period, no shorter than ninety (90) days and determined by the MLS, during which Registrants' passwords are valid, after which such passwords must be changed or reconfirmed.
3. An MLS may not prohibit participants from downloading and displaying or framing listings obtained from other sources, e.g., other MLSs or from brokers not participating in that MLS, etc., but may require either:
- a. that such information be searched separately from listings obtained from other sources, including other MLSs, or
  - b. if such other sources are searched in conjunction with searches of the listings available on the VOW, that any display of listings from other sources identify such other source.

## **V. EFFECTIVE DATE**

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

See Appendix A for Seller Opt-Out Form

## **SELLER OPT-OUT FORM**

4. Check one.

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

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

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

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Initials of Seller

*CWMLS Policy and Procedures  
Updated: April 1, 2016*

*Approved by CWMLS Board of Directors: April 18, 2016*

## **SUPRA KEYBOX SYSTEM**

**ACTIVEKEYS ARE LEASED AND MUST BE RETURNED TO THE CWMLS OFFICE WHEN AN AGENT NO LONGER USES IT. SUPRA WILL CHARGE FOR THE ACTIVEKEY AS LONG AS IT IS IN THE POSSESSION OF THE AGENT, REGARDLESS IF THEY ARE PRACTICING REAL ESTATE SALES OR NOT.**

A. All service charges, Key costs and replacement costs and contracts will be between Participant Member/agent will be billed from Supra on an annual basis for ActiveKeys and debited monthly from the users checking account, debit or credit card for the eKEY.

B. Every MLS Participant and every non-principal broker, sales licensee, licensed or certified appraiser and licensed affiliate who is affiliated with the Central Wisconsin Board of REALTORS® and who is legally eligible for MLS access shall be eligible to hold a Supra Key product subject to their execution of a service agreement with the Central Wisconsin MLS Corporation.

C. Showing appointments must be made through the listing company.

D. Control of Supra KEYS: Each agent/appraiser/affiliate leasing a Supra KEY will be responsible for maintaining control of that Key. **It is not to be loaned to another agent/appraiser/inspector or any other person.**

E. A keyholder is allowed only one key. The only exception being that a Participant (Broker) may purchase one additional Supra KEY.

F. An agent/appraiser/affiliate may designate, in writing, someone else to pick up a replacement Supra KEY for them, subject to verification, as necessary.

G. The CWMLS shall refuse to lease Supra KEYS, shall terminate existing Supra KEY privileges and shall refuse to activate any Supra KEY held by an individual convicted of a crime if the crime, in the determination

of the Board of Directors and after consultation with legal counsel, relates to damage or loss of property or puts clients, customers or real estate professionals at risk.

H. The CWMLS currently has reciprocal agreements with the following REALTOR® Associations for use of Supra KEYS:

REALTORS® Association of Northeast Wisconsin (Fox Valley Area)

REALTOR® Association of South Central Wisconsin (Madison)

**If reciprocal services are needed, the agent must contact CWMLS to set up reciprocal access at least 24 business hours prior to using their KEY in RANW or RASCW.**

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

## **SUPRA ACTIVEKEY, EKEY AND KEYBOX SYSTEM**

NOTE: These fees for both the ActiveKey and the EKEY include the issuance fee of \$50.00 and 5.5% Sales Tax. The ActiveKey is paid up until June 7<sup>th</sup>. Billing for the next year will be directly from Supra and must be paid by June 7<sup>th</sup>. The above fees for the ActiveKey are prorated monthly.

### **KEYS**

Agents must appear in person at the CWMLS office to obtain a Supra KEY. It is recommended that agents make an appointment with the CWMLS in advance so that the paperwork can be processed. The process for the Supra KEY issuance and training will take a half-hour, so please plan accordingly. Only one (1) Supra KEY will be issued per agent. No one may pick up another person's Key unless we are contacted in advance in writing by the Supra client. **NO OTHER EXCEPTIONS.**

### **DEFECTIVE KEYS**

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

### **LOST KEYS**

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

### **AGENTS LEAVING THE ASSOCIATION/MLS**

CWMLS will deactivate the Supra Key of any REALTOR that is dropped from an office. If the REALTOR is moving to another member office, the Key will be reactivated at no additional charge. If the REALTOR is getting out of the business the Supra Key must be returned to the CWMLS office and will need to be

unassigned. A \$50 assignment fee will be charged if the key is reassigned. **If the REALTOR has an eKEY (smartphone service) and is leaving the business, they must contact Supra at 877-699-6787 to discontinue the monthly debit to the payment type they have on file with Supra.**

### **ADDITIONAL BROKER KEYS**

An MLS Participant may lease one additional KEY for his/her office.

### **KEYBOXES**

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

### **DEFECTIVE KEYBOXES**

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

### **LOST KEYBOXES**

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

### **READING KEYBOXES**

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

**FOR ACTIVEKEY:** Agent must create an account at [www.supraekey.com](http://www.supraekey.com) and register their lockboxes under SupraWEB for Real Estate Agents. Also, agents can call the CWMLS office to run a report.

### **LOCKBOX SYSTEM VIOLATIONS:**

<b>Giving unauthorized access to any property to a non-member (Including Buyer)</b>		<b>\$250</b>
<b>Accessing lockbox/property without confirmed appointment (Also fineable under CWBR Citation Policy)</b>		<b>\$100</b>
<b>Giving key to another MLS agent (non-keyholder)</b>		<b>\$100</b>
<b>Giving key to another Keyholder (borrowing or lending offence)</b>	<b>Reprimand (1<sup>st</sup> offence)</b>	<b>\$25 (2<sup>nd</sup>)</b>
<b>Having PIN attached to key</b>		<b>\$100</b>



## **CWBR SUPRA ACTIVEKEY AND EKEY SYSTEM FEE PRORATION**

Start Date	End Date	System Fee	w/Tax	Issuance fee	Sub Total	Insurance Optional	Total
4/8/2016	5/3/2016	\$35.06	\$36.99	\$50.00	\$86.99	\$25.00	\$111.99
5/4/2016	5/7/2016	\$237.50	\$250.56	\$50.00	\$300.56	\$25.00	\$325.56
5/8/2016	6/7/2016	\$219.97	\$232.07	\$50.00	\$282.07	\$25.00	\$307.07
6/8/2016	7/7/2016	\$202.44	\$213.57	\$50.00	\$263.57	\$25.00	\$288.57
7/8/2016	8/7/2016	\$185.57	\$195.78	\$50.00	\$245.78	\$25.00	\$270.78
8/8/2016	9/7/2016	\$168.70	\$177.98	\$50.00	\$227.98	\$25.00	\$252.98
9/8/2016	10/7/2016	\$151.83	\$160.18	\$50.00	\$210.18	\$25.00	\$235.18
10/8/2016	11/7/2016	\$134.96	\$142.38	\$50.00	\$192.38	\$25.00	\$217.38
11/8/2016	12/7/2016	\$118.09	\$124.58	\$50.00	\$174.58	\$25.00	\$199.58
12/8/2016	1/7/2017	\$101.22	\$106.79	\$50.00	\$156.79	\$25.00	\$181.79
1/8/2017	2/7/2017	\$84.35	\$88.99	\$50.00	\$138.99	\$25.00	\$163.99
2/8/2017	3/7/2017	\$67.48	\$71.19	\$50.00	\$121.19	\$25.00	\$146.19
3/8/2017	4/7/2017	\$50.61	\$53.39	\$50.00	\$103.39	\$25.00	\$128.39
4/8/2017	5/3/2017	\$33.74	\$35.60	\$50.00	\$85.60	\$25.00	\$110.60

For the eKey Basic and the eKey Professional the charge is the first moth payment plus 5.5% tax a \$50 activation. A credit card or checking account must be used so that their card or checking account can be debited monthly.

**INITIAL EKEY STARTUP FEE**

**eKey Basic: \$16.29/month + .90 tax + \$50 issuance fee = \$67.19**

**eKey Professional: \$21.49/month + 1.18 tax + \$50 issuance fee = \$72.67**

**MONTHLY EKEY FEE INCLUDING TAX**

**eKey Basic: \$17.19**

**eKey Professional: \$22.67**

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

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

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

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

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

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

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

### **TOTAL FINISHED SQUARE FOOTAGE**

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

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

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

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

- Below Grade Sq. Ft. should include only areas that are finished in a style similar to the rest of the property and is *below grade*. If the area is not finished or heated, do NOT include it in the Finished Sq. Ft. field. It should be entered into the Below Grade UNFINISHED Sq. Ft. field.

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

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

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

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

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

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

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

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

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