

**RULES AND REGULATIONS  
THE GREATER LA CROSSE MLS CORPORATION**

**LISTING PROCEDURES**

**Section 1. LISTING PROCEDURES:** Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the Multiple Listing Service, and are taken by Participants on State Approved forms and shall be delivered to the Multiple Listing Service within 72 hours after all necessary signatures of sellers have been obtained:

- (a) Single-family homes or condominiums for sale or exchange
- (b) vacant lots and acreage up to ten (10) acres for sale or exchange
- (c) two-family, three-family and four-family residential buildings for sale or exchange

**Note 1:** The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a property data form may be required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

- 1. may reserve the right to refuse to accept form which fails to adequately protect the interests of the public and the Participants.
- 2. assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller)

The Multiple Listing Service shall accept exclusive right to sell and exclusive agency listing contracts and may accept other forms of agreements under which the listing broker may offer cooperation and compensation to other Participants. Exclusive agency listings and exclusive right to sell listings with named prospects exempted shall be designated as such in Multiple Listing Service materials made available to Participants. Exclusive agency listings and exclusive right to sell listings with named prospects exempted shall be designated as such in Multiple Listing Service materials made available to Participants. All listings delivered to the Multiple Listing Service shall be on State-approved forms, if required, and shall include seller's written authorization for the property to be processed through the Multiple Listing Service. Photos of listed properties shall be included in accordance with policies adopted by the Board of Directors except where sellers expressly direct that photographs of their property not appear in MLS compilations.

**TYPES OF PROPERTIES:** The following are some types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker: (Amended 11/91)

- 1. Residential
- 2. Residential Income
- 3. Subdivided Vacant Lot
- 4. Land, Ranch & Farm
- 5. Business Opportunity
- 6. Motel-Hotel
- 7. Mobile Homes
- 8. Mobile Home Parks
- 9. Commercial Income
- 10. Industrial

**Section 1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE:** Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the rules and regulations of the service upon signature of the seller(s).

**Section 1.2 DETAIL ON LISTINGS FILED WITH THE SERVICE:** A listing Agreement or Property Data Form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

**Section 1.2.1 LIMITED SERVICE LISTINGS**

“The Limited/Unserviced Listings” are defined as listing agreements under which the listing broker will NOT provide one or more of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) advise the seller(s) as to the merits of offers to purchase;
- (d) assist the seller(s) in developing, communicating, or presenting counter-offers;
- (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property.
- (f) Schedule and coordinate the closing and order a title insurance policy;
- (g) Accept and hold earnest money.

“Limited/Unserviced Listings” will be identified by the code “LS” in the flex MLS system, database and on reports. Potential cooperating brokers will then be aware of the extent of the services the listing broker will provide to the seller, and any potential for cooperating brokers being asked to provide some or all of these services to the listing broker’s clients, prior to initiating efforts to show or sell the property.

**Section 1.3 EXEMPTED LISTINGS:** If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing “office exclusive.” The listing should include certification by the seller that he does not desire the listing to be disseminated by the Service. The participant shall maintain all such listings at his office and make them available to the Multiple Listing Service for periodic audit.

**Section 1.4 AMENDMENTS TO LISTINGS:** Any amendments to the original listing agreement shall be made on State-approved forms, if required, and shall be signed by or on behalf of both the seller and the broker. The listing broker shall submit the MLS change form and a copy of the amendment to the Service within forty-eight (48) hours (excepting weekends, holidays and postal holidays) after the amendment is received by the listing broker.” *(Amended 09/08)*

**Section 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:** Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement; Participant shall maintain all agreements between seller and listing broker authorizing such withdrawal at his office and make available to the Multiple Listing Service for periodic audit.

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

**Section 1.6 CONTINGENCIES APPLICABLE TO LISTINGS:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

**Section 1.7 LISTING PRICE SPECIFIED:** The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

**Section 1.8 LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service.

**Section 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:** The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

**Section 1.10 EXPIRATION OF LISTINGS:** Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the Service.

**Section 1.11 TERMINATION DATE ON LISTINGS:** Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

**Section 1.12 JURISDICTION:** Only listings of the designated types of property located in Buffalo, Clark, Crawford, Jackson, La Crosse, Monroe, Richland, Trempealeau and Vernon Counties and Houston & Winona Counties in Minnesota are required to be submitted to the Service. Listings of property located outside the named areas will be accepted if submitted voluntarily by a Participant, but cannot be required by the service.

**Section 1.13 LISTINGS OF SUSPENDED PARTICIPANTS:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients.

**Section 1.14 LISTING OF EXPELLED PARTICIPANTS:** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the code of Ethics, Board Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listing currently filed with the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board (except where MLS Participation without Board membership is

permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients.

**Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS:** When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so the resigned Participant may advise his clients.

## **SELLING PROCEDURES**

**Section 2. SHOWINGS AND NEGOTIATIONS:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the listing broker except under the following circumstances:

- (a) the listing broker gives cooperating broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

**Section 2.1 PRESENTATION OF OFFERS:** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

**Section 2.2 SUBMISSION OF WRITTEN OFFERS:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

**Section 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:** The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

**Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER:** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

**Section 2.5 REPORTING SALES TO THE SERVICE:** Status changes, including final closing of sales and sale prices, shall be reported to the multiple listing service by the listing broker within 24 hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. (Amended 11/11)

**Note 1:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its Participant. (Amended 11/01)

**Note 2:** In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

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

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

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11)

**Note 3:** As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/11)

**Section 2.6 REPORTING SALES TO NAMED EXCEPTIONS:** A listing which is sold and closed to a buyer protected (named exceptions) under an expired contract, must be reported to the Service. Listing protection continues for six months after the expiration of a listing. The listings should be changed to back-on-market and extended to the date of closing. All sold data must be reported consistent with Section 2.5.

**Section 2.7 OPTIONAL REPORTING OF SALES OF UNLISTED PROPERTIES:** A property which is sold by a Participant but is not listed with a Participant may be reported to the Service at the option of the Participant. A completed property profile sheet and sales data shall be submitted along with written permission from the buyer, authorizing the Participant to submit the data for publication.

**Section 2.8 REPORTING RESOLUTIONS OF CONTINGENCIES:** The listing broker shall report to the Multiple Listing Service within 24 hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

**Section 2.9 ADVERTISING OR LISTING FILED WITH THE SERVICE:** A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

**Section 2.10 REPORTING CANCELLATION OF PENDING SALE:** The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately.

## **REFUSAL TO SELL**

**Section 3. REFUSAL TO SELL:** If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the service and to all Participants.

## **PROHIBITIONS**

**Section 4. INFORMATION FOR PARTICIPANTS ONLY:** Any listing filed with the Service shall not be made available to any broker or firm not a member of MLS, without the prior consent of the listing broker.

**Section 4.1 “FOR SALE” SIGNS:** Only the “For Sale” sign of the listing broker may be placed on the property.

**Section 4.2 “SOLD” SIGNS:** Prior to closing, only the “Sold” sign of the listing broker may be placed on a property unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

**Section 4.3 SOLICITATION OF LISTING FILED WITH THE SERVICE:** Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS’ Code of Ethics, its Standards of Practice and its Case Interpretations.

**Note:** This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their properties to be filed with the service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

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

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

**Section 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE:** No MLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. *(Adopted 11/07)*

## **DIVISION OF COMMISSIONS**

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

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. *(Amended 11/96)*

**Note:** The offer of compensation made by the listing broker on listings filed with the Greater La Crosse MLS Corporation is further extended to all Participants of Multiple Listing Services which are part of and/or sharing data through the Wisconsin Real Estate Exchange (WIREX).

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

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

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

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among any or all 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.

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

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

**Note 3:** The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

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

**Note 5:** Nothing in these MLS rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

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

**Section 5.0.1 DISCLOSING POTENTIAL SHORT SALES:** Participants may, but are not required to, disclose potential short sales to other participants and subscribers. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contact, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.



**Section 5.1 PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, the person shall disclose that interest in the remarks when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

**Section 5.2 PARTICIPANT AS PURCHASER:** If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listing with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker no later than the time an offer to purchase is submitted to the listing broker.

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

## **SERVICE CHARGES**

**Section 6. SERVICE FEES AND CHARGES:** The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

- (a) **Initial Participation Fee:** An applicant for participation in the Service shall pay an application fee approved by the Board of Directors and subject to change from time to time. Such fee must accompany the application. Said fee is not transferable.
- (b) **Recurring Participation Fee:** The annual participation fee of each Participant shall be: 1. an amount per year approved by the Board of Directors and subject to change from time to time for the Participant and 2. an amount per year approved by the Board of Directors and subject to change from time to time multiplied by each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee or licensed or certified appraiser, who is employed by or affiliated as an independent contractor with such Participant. Fees shall be prorated on a monthly basis.
- (c) **Listing Fee:** A Participant shall pay a monthly listing fee in an amount equal to the number of listings he had filed with the Service during the previous month multiplied by an amount approved by the Board of Directors and subject to change from time to time.
- (d) **Subscription Fees:** Listing Book Subscription Fees. Sets of MLS Books may be ordered at cost. Costs and procedures for ordering books will be established by the Board of Directors.
- (e) **Back on Market Fee:** A Participant shall pay a fee, approved by the Board of Directors and subject to change from time to time, for each listing that has expired and must be brought Back on Market.

## COMPLIANCE WITH RULES

**Section 7. COMPLIANCE WITH RULES – AUTHORITY TO IMPOSE DISCIPLINE:** By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g. termination of MLS rights, privileges, and services with no right to reapply for specified period not to exceed three (3) years. (*Adopted 11/07*)

**Section 7.1 COMPLIANCE WITH RULES:** The following action may be taken for noncompliance with the rules:

(a) Billings are issued by the MLS Office on or before the 10th of each month. MLS Fees are paid in advance. The MLS bill must be paid in full by the 10th of the following month, or a fee of 10% of the outstanding balance or \$25.00, whichever is greater, will be imposed. Provided a 10-day notice is given, the Service shall be suspended until service charges and fees are paid in full.

A reinstatement fee of \$100 in addition to all unpaid services, charges, and fees must be paid prior to reinstatement. Members shall also be charged all reasonable costs of collection including actual attorney fees.

Any member firm whose service has been suspended for more than 60 days shall be terminated. (Rev. 9/2011)

If the 10th of the month falls on a Saturday, Sunday or Holiday that the La Crosse Area REALTORS Association office is closed, it will be considered due at the end of the next business day.

Dispute over fees shall be submitted in writing to the Board of Directors to request consideration. Partial payment and NSF checks will be considered non-payment and subject to late fees and penalties outlined above.

If NSF payments by an Office occur repeatedly, payment may be required by cashier's check, money order or cash.

(b) For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

## APPLICATION AND DISCONTINUANCE

**Section 8. APPLICATION:** Application for participation shall be made in such manner and form as prescribed by the Board of Directors and any person qualified to become a participant may apply. The application form shall include a signed statement agreeing to abide by the Bylaws, Rules and Regulations of the Service.

**Section 8.1 DISCONTINUANCE:** A participant may voluntarily discontinue the Service by giving the Service not less than 30 days written notice effective as of the end of a monthly billing period. A participant who has voluntarily discontinued the Service may reinstate the Service at any time up to 90 days following discontinuance by providing written notice to the Service at least 30 days before the date of reinstatement including any supplementary information requested by the Service. A participant who has voluntarily discontinued the Service and has not reinstated within 90 days shall be deemed a new applicant. A participant who has been involuntarily discontinued by suspension or otherwise shall be automatically reinstated if so provided in the action causing the involuntary discontinuance, or readmission to the Service is subject to the participant paying in full all unpaid amounts owing to the Service relating to the period prior to discontinuance.

## **ENFORCEMENT OF RULES OR DISPUTES**

**Section 9. CONSIDERATION OF ALLEGED VIOLATIONS:** The Board of Directors shall give consideration to all written complaints from Participants having to do with violations of the rules and regulations.

**Section 9.1. VIOLATIONS OF RULES AND REGULATIONS:** If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board of Directors of the Service, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the bylaws and rules and regulations of the Association of REALTORS® within twenty (20) days following receipt of the Directors' decision.

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

**Section 9.2 COMPLAINTS OF UNETHICAL CONDUCT:** All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Association for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws.

## **CONFIDENTIALITY OF MLS INFORMATION**

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

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

**Section 10.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** REALTORS® who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS, including comparable information, sold information, and statistical reports. This information is provided for the exclusive use of these members and individuals affiliated with these members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these rules and regulations.

## **OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS**

SECTION 11.0 - By the act of submitting any property listing content to the MLS the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS Compilations – including online and printed materials - and also in any statistical reports or compilations on “Comparables”. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to listed property.

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

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

To qualify for this safe harbor, the OSP must:

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see [17 U.S.C. §512](#).

**Section 11.1** - All rights, title and interest in each copy of every MLS Compilation created by the Service and copyrighted by the Service and Greater La Crosse MLS Corporation, and in the copyrights therein, shall at all times remain vested in the Service and the Greater La Crosse MLS Corporation.

If a WIREdata Corporation or MLS copyright or registration legend appears on any report, document or product, such legend shall not be removed or altered.

**Section 11.2** - Each Participant shall be entitled to lease by subscription from the Service and Greater La Crosse MLS Corporation a number of copies of each MLS Compilation or access to MLS Databases, sufficient to provide the Participant and each person affiliated as a licensee with such Participant with one copy of such Compilation or access to the Databases. The Participant shall pay, for each such copy or access, the fee set by the Service. Participants shall acquire by such fee only the right to use the MLS Compilations and Databases in accordance with these Rules.

## **USE OF COPYRIGHTED MLS COMPILATIONS**

**Section 12. DISTRIBUTION:** Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Association and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed by or published by an Association Multiple Listing Service where access to such information is prohibited by law.

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

**Section 12.2 - REPRODUCTION:** Participants or their affiliated licensees shall not reproduce any MLS Compilations or Databases or any portion thereof except in the following limited circumstances: Participants or their affiliated licensees may reproduce from the MLS Compilations and Databases and distribute to prospective customers, a reasonable number of single copies of property listing data contained in the MLS Compilations and Databases which relate to any properties in which the prospective customers are, or may, in the judgment of the Participants or their affiliated licensees, be interested. Reproductions made in accordance with this Rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction. Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant. Any MLS Compilations and Databases, whether provided in written or printed form, provided electronically or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm. None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables or statistical information from utilizing such information to support valuations on particular properties for clients or customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing

data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose.

## **USE OF MLS INFORMATION**

**Section 13. LIMITATIONS ON USE OF MLS INFORMATION:** Use of information from the MLS Compilation of current listing information, from the Board'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 representations may not be prohibited.

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

“Based on information from the La Crosse Area REALTORS Association (alternatively, from the Greater La Crosse MLS Corporation) for the period (date) through (date).”

## **CHANGES IN RULES AND REGULATIONS**

**Section 14. CHANGES IN RULES AND REGULATIONS:** Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Board of Directors of the Multiple Listing Service subject to final approval by the Board of Directors of the La Crosse Area REALTORS Association (shareholder).

## **SUPRA PRODUCTS ADVANTAGE EXPRESS LOCK BOX SYSTEM:**

**Section 15.1** The lock box system is an activity of the Greater La Crosse MLS Corporation. Every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with MLS.

**Section 15.2** Company participation is only available on a voluntary basis to Greater La Crosse MLS Participants. Voluntary participation is also available to Affiliate members of the La Crosse Area REALTORS Association in the Home Inspection and Pest Inspection membership categories.

**Section 15.3** Showing appointments must be made through the listing company.

**Section 15.4 CONTROL OF ACCESS CARDS:** Each agent purchasing a card will be responsible for maintaining control of that card. It is not to be loaned to another agent or any other person. Violation of this rule will result in a \$250 fine with subsequent violations increasing by \$250. These fines are subject to change from time to time by the Board of Directors. Such violations may also result in loss of card privileges.

**Section 15.5** The lock box system is operated in compliance with the Lock Box Security Requirements of the National Association of REALTORS, as amended from time to time, found in Section 7.31 of the NAR Handbook on Multiple Listing Policy, which by this reference are made part of the MLS Rules and Regulations. In addition, the key lease agreement of the Greater La Crosse MLS Corporation by reference is also made a part of the MLS Rules and Regulations.

## **ORIENTATION**

**Section 16.1 ORIENTATION:** Any applicant for MLS Participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information, retrieval and the operation of the MLS. This Orientation program must be attended within the first two scheduled La Crosse Area REALTORS Association's Orientation programs after MLS Participant has made application.

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

## **VIRTUAL OFFICE WEBSITE (VOW) Rules**

**Section 17.1 (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 18 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all 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 18 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 17.2 (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 17.3 (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 17.4:** 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 17.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

**Section 17.6 (a):** A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

#### **Seller Opt-Out Form**

1. Please check either Option a or Option b

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

OR

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

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

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Initials of Seller

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

**Section 17.7:**

(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 18.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 17.8:** 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 17.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 17.10:** 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 17.11:** 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 17.12:** 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 17.13:** 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 17.14:** 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 17.15:** 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 17.16:** 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 “Information supplied by seller and other third parties and has not been verified” A Participant’s VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 17.17:** 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 17.18:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than two hundred and fifty (250) current listings and not more than two-hundred and fifty (250) sold listings in response to any inquiry.

**Section 17.19:** A Participant shall require that Registrants’ passwords be reconfirmed or changed every ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

**Section 17.20:** 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 17.21:** 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 17.22:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 17.23:** 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 forty-eight (48) hours.

## **INTERNET DATA EXCHANGE (IDX)**

**Section 18.0 –IDX DEFINED:** Internet Data eXchange (IDX) affords MLS Participants the ability to authorize limited electronic display of their listings by other participants. (Amended 5/12)

An IDX site is defined as a search feature on the public web site of a Participant, which allows a consumer to view listing data on that web site as, provided for in these Rules and other applicable MLS Rules.

**Section 18.1 AUTHORIZATION:** Participants' consent for display of their listings by other Participants, including Participants of MLSs who are participating in the Wisconsin Real Estate Exchange (WIREX), pursuant to these Rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display, either on a blanket or on a listing-by-listing basis.

If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. The MLS provides for withdrawal of this consent on a per listing basis through its online MLS software. (Amended 5/12)

Participants retain all rights of ownership and display with regard to their own listings.

**Section 18.2 PARTICIPATION:** Participation in IDX is available to all Participants who are REALTORS® who are engaged in real estate brokerage and who consent to the display of their listings by other Participants.

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

All IDX displays, except for MLS-provided generic IDX display options, must be approved by the MLS prior to the establishment of an ongoing data feed.

**Section 18.2.2 SECURITY AND CONTROL:** MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12)

Any web site used by a Participant for publication of MLS Content must be controlled by the IDX Participant and clearly identified as the Participant's web site. The term controlled means that the operation, hosting and web site consultant(s) are directly responsible to the Participant.

**Section 18.2.3 EXCLUSIONS:** Listings including property addresses can be included in IDX displays except where sellers has directed their listing brokers to withhold their listing or the listing property address from display on the Internet (including, but not limited to, publicly-accessible web sites or VOWs). (Amended 5/12)

**Section 18.2.4:** Participants may select the listings they choose to display on their IDX displays 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 display must be independently made by each Participant.

Participants excluding listings from their IDX display shall not represent in any manner that "all listings" are available on their web site.

**Section 18.2.5 TIMELY UPDATES:** Participants must refresh all MLS downloads automatically fed by those downloads not less frequently than every 12 hours.

**Section 18.2.6 REDISTRIBUTION:** Except as provided in the IDX policy and MLS Rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 5/12)

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

**Section 18.2.8 COMMENTS AND ESTIMATES OF VALUE:** Any IDX display controlled by a Participant or Subscriber that:

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

b) displays an automated estimate of the market value of the listing or a hyperlink to such estimate, in immediate conjunction with the listing, either of both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 18.2.9, a Participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 5/12)

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

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

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

**Section 18.3:** Except for the listings of the Participant, all listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS and as defined in the IDX Dataset Definition. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g. cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

Listings displayed shall contain the minimum, but no more than the maximum, information as defined in the IDX Dataset Definition, as may be modified from time to time by the MLS.

**Section 18.3.11 LISTINGS FROM OTHER SOURCES:** Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 05/12 11/14)

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

**Section 15.3.12 DISPLAY OF EXPIRED AND PENDING LISTINGS:** Display of expired and withdrawn is prohibited.

\* Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited.

**Section 18.4 CO-MINGLING OF INFORMATION:** A Participant may co-mingle the listings of other Participants with listings from other multiple listing services on its web site, provided all such displays are consistent with these Rules. Co-mingling is (a) the ability for a visitor to the site to execute a single search that searches any portion of the IDX database as the same time it searches listing data for any other source(s); or (b) the display on a single web page of any portion of the IDX database and listing data from any other source.

**Section 18.5 LISTING BROKER IDENTIFICATION:** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location readily visible color and typeface not smaller than that used in the display of listing data.

Any display of another Participant’s listing in search results or full listing format shall identify the listing firm immediately adjacent to the property information. The type shall be at least as large as the type used to describe the property.

**Section 18.6 DISPLAY BY AGENTS:** Non-principal brokers and sales licensees affiliated with Participants may display information available through IDX on their own Web sites by framing the Participant’s IDX site, subject to their Participant’s consent and the requirements of state law and/or regulation.

**Section 18.7 DISCLAIMERS:** Participant’s web site must credit Multiple Listing Service, Inc. as the source of other Participants’ listings appearing on the IDX web site.

All listings displayed pursuant to IDX shall show a statement disclaiming any liability for the accuracy of the data. The disclaimer shall be in a form approved in writing by the MLS. The following disclaimer has been approved. “Information is supplied by seller and other third parties and has not been verified.”

The following copyright statement must appear at the bottom of each such listing - “Copyright 20xx – Multiple Listing Service, Inc. – All Rights Reserved”

Participants shall not make any statements or display graphics on their web site that implies the Internet viewer is “searching the MLS” or otherwise accessing or viewing the multiple listing service (MLS).

**Section 18.8 DATA ACCESS AND USE LICENSE:** Participants shall indicate on their web sites that IDX information is provided exclusively for consumers' personal, non-commercial use and that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

**Section 18.9 DOWNLOAD AGREEMENT:** Participants may not transfer information from the MLS for any purpose, including republishing on the Internet, without executing a Download Agreement provided by the MLS.

The MLS shall have the right at any time and at their sole discretion to terminate the Participant's right to transfer information, upon written notice to the Participant. Transmittal of such notice to the Participant shall constitute delivery of said notice to any consultant.

**Section 18.10 END USER AGREEMENT:** All IDX sites are subject to ongoing compliance auditing by the MLS.

Changes to an IDX site necessary to cure a violation of MLS Rules must be accomplished within ten calendar (10) days of the transmittal of notice from the MLS of such violation.

Violations may subject a Participant to liquidated damages, including but not limited to the immediate termination of the download agreement to receive or republish the IDX information.

IDX Rules are in addition to all other adopted MLS Rules and Regulations of the MLS.

**Section 18.11 SERVICE FEES AND CHARGES:** Service fees and charges for participation in IDX shall be as established by the MLS Board of Directors. (Amended 9/10)

(Revised 04/13/2017)