

**DOOR COUNTY BOARD OF REALTORS, INC.
DOOR COUNTY MULTIPLE LISTING SERVICE, INC.
RULES & REGULATIONS**

2018

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REFERENCES: The Bylaws of the Door County Board of REALTORS®, Inc., the Door County Multiple Listing Service, Inc., and the Handbook on Multiple Listing Policy of the NATIONAL ASSOCIATION OF REALTORS®. None of the rules and regulations herein contained shall in any way be considered to take precedence over any of the above-cited documents.

**Section 0:
Purpose of
The MLS
Service** A multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperation broker's performance as a procuring cause of the sale (or lease). (amended 2/06)

**Section 0.1:
MLS
Committee** The governing body of the MLS is the Board of Directors as outlined in the MLS bylaws, article 6.1 & 6.2. The Board of Directors shall have responsibilities and duties as outlined in the MLS bylaws, article 6.5

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Section 0.2: These Rules & Regulations are provided to establish a uniform basis of understanding to guide Members and their licensees in the proper conduct of their MLS participation. These rules along with the REALTOR® Code of Ethics and Standards of Practice make it possible for all Members and their Licensees to better serve the public and each other.

The Service in accepting listings from members does so with the understanding that the Member has executed the proper contracts and documentation giving the Member the authority to submit the listing to the service. This includes, but is not limited to, the original Listing Contract, any subsequent changes, extensions, withdrawals, et. The Service, in accepting listing information for dissemination, relies on the accuracy of the information supplied by the Members.

Supplying inaccurate listing information to the Service (i.e. listing date, expiration date, changes to information not made on a timely basis, price, etc.) shall be subject to disciplinary action as determined by the Service. Action by the Service could be in the form of a fine, suspension or expulsion from the Service or any other form imposed by the Service.

Ownership of Contact/Prospect information contained in the MLS system is solely an issue between the broker and agent. The MLS shall not release this information to either party. (amended 12/07)

DEFINITIONS

For the purposes of these Rules & Regulations the following definitions apply.

MLS Multiple Listing Service.

Committee The body to oversee Service operations; also referred to as the Board of Directors.

Service The Multiple Listing Service.

MLS Office Administrative headquarters at 57 N 12th Ave Suite 109, PO Box 684, Sturgeon Bay, Wisconsin 54235.

Coordinator The Association Executive of the Board of REALTORS® shall coordinate the MLS operation.

Broker, Member, Participant, Licensed or Certified Appraiser

A Broker, Licensed or Certified Appraiser who has executed a participation contract with the Service. The terms “Broker”, “Member”, “Licensed or Certified Appraiser”, and “Participant” as used in this document are synonymous and may be used interchangeably.

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- Shall** As used in these Rules & Regulations the term “shall” will be interpreted to mean “must.”
- MLS Data** The printed and computerized confidential market data.
- Contractor** The MLS book printer and supplier of the computer services.
- Listing Form** The property data form, (info sheet) of which there are five: Residential/Farms, Condo, Multi-Family, Commercial/Investment, & Vacant Land.
- Data Change Form Codes** The form used to report sold information, price changes/status changes and extensions.
The digits on the listing form that indicate Listing Commission as the percent of the sale price or dollar amount to be paid Participants of the MLS service acting as subagents, buyer agents, or both.
- Area** The 29 listing areas, so set, to coincide with the division of the book to provide ease in market analysis, and statistical data. The 29 areas are as follows: 1) Township of Washington; 2) Township of Liberty Grove; 3) Village of Sister Bay; 4) Village of Ephraim; 5) Township of Gibraltar, including Fish Creek; 6) Township of Baileys Harbor, including Village; 7) Township of Egg Harbor, including Village; 8) Township of Jacksonport; 9) Township of Sevastopol, Range 26E; 10) Township of Sevastopol, Range 27E; 11) East Side of Sturgeon Bay; 12) West Side of Sturgeon Bay; 13) Township of Sturgeon Bay (North of City); 14) Township of Gardner; 15) Township of Nasewaupee; 16) Township of Sturgeon Bay (South of City); 17) Township of Union; 18) Township of Brussels; 19) Township of Forestville; 20) Township of Clay Banks; 21) Lincoln; 22) Ahnapee; 23) Algoma; 24) Pierce; 25) Casco; 26) Kewaunee; 27) West Kewaunee; 28) Carlton; 29) Red River; 30) Luxemburg; 31) Montpelier; 32) Franklin; 33) Brown County; 34) Manitowoc County; Other
- Service Area** Shall at all times be the same as the area of the Door County Board of REALTORS® which is all of Door County and portions of Kewaunee County.
- Section 1.0 Listing Procedures** Members shall file listings with the MLS and broker load within 72 hours after all necessary signatures have been obtained, excluding Saturdays, Sundays, and Legal Holidays. Listing date shall reflect the latter of the contract date or signature date for the purpose of the MLS. (amended 7/08) A fully executed copy of the listing contract and a completed listing form or computer printout of the listing shall meet the requirements of this section. Any listings submitted to the MLS beyond the 72-hour deadline shall include a written, late listing excuse explaining why the listing is late and may be subject to provisions of Section 6.3.2

As stated above, the purpose of the MLS is to offer cooperation and compensation.

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The information required on the MLS form is provided to inform the subagent, buyer agent or agent working as both, about the features and availability of the property.

Incomplete information fails to fulfill the purpose of the information form. The listing broker is responsible for providing complete information. All brokers are responsible for the content of their listings and shall review them to determine their accuracy and failure to comply shall be subject to fines as outlined in Section 6.3.2

The MLS shall accept “Exclusive Right to Sell Agreements”, Exclusive Agents”, Exclusive Agency Agreements”, and “Exclusive Right to Sell Agreements with named Prospects Exempted” and may accept other forms of agreement which make it possible for the listing member to offer cooperation and compensation to the other members of the Service.

The Service shall not regulate the type of listing its members may take. This does not mean that the Service must accept every type of listing.

Printouts of updates to listings requiring signatures, such as extensions and price change shall immediately be sent via electronic, mail, or personal delivery to the Board office along with copy of the signed amendment allowing the change. (amended 6/08)

Co-listing taken with non-board brokers are NOT eligible for inclusion in the MLS.

Submissions to the MLS cannot promote a company or agent unless provided elsewhere within. This includes but is not limited to logos or photos with company information. In addition, URL addresses are permitted in the private remarks only. (amended 01/08 – 09/13)

Any unimproved Condo Unit (no residence) that will be unimproved at the time of purchase is not permitted under condo property types. (amended 5/2011)

Owners Legal Name: Unless listing indicates otherwise entry for owner’s legal name must reflect current owners name or what is recorded in the Public Records (amended 7/2011)

Room size measurements are required in the property types as indicated with appropriate field I.E. Residential, Condominiums, Multifamily. Exclusions single party, and non-MLS transaction. (Amended 7/2011)

Each parcel of real estate offered individually for sale must have its own MLS listing. (amended 7/2013)

Properties that are land only condo with a free-standing residence shall be reported as sold under residential property type. (amended 12/2015)

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

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form may be required as approved by the multiple listing service. However, the multiple listing service, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
- assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. (Amended 11/96)

The different types of listing agreements include:

- exclusive right-to-sell
- open
- exclusive agency
- net

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted, except where required by law, because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. (Amended 4/92)

The **exclusive right-to-sell** listing is the conventional form of listing submitted to the multiple listing service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. (Amended 4/92)

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. (Amended 4/92)

**Virtual
Tour
Slide
Show**

Any Virtual tour/slide show loaded into the MLS operation system may contain only the listing office name. Office and Agent contact information and logos are prohibited. (Added 3/07) (repositioned 02/08)

**Section 1.1
Listing
Subject To
Rules & Regulations
Of the Service**

Any listing taken on a contract to be referred to the MLS is subject to the rules and regulations of the Service upon signature of the Seller.

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Section 1.2 A listing, when filed with the MLS shall be complete in every detail required by the
Detail on MLS as outlined on the online data forms provided to all brokers. All required
Listings Filed mandatory information is indicated in red on the outline data forms for each
With The category of listing. (amended 08/05)
Service

Section 1.2.1 Limited Service Listings must be identified within the DCBR MLS system by a
Limited Yes/No prompt so potential cooperating brokers will be aware of the extent of the
Service services the listing broker will/will not provide to the seller(s), and any potential
Listings for cooperating brokers being asked to provide some or all of these services to the
listing brokers' clients, prior to initiating efforts to show or sell the property.
(amended 2/06)

Requirement #1: This is a required field on the MLS data sheet. The DCBR MLS
Limited Service code will be Limited Service – Yes or Limited Service – No
(amended 2/06)

Requirement #2: DCBR MLS requires a Limited Service Listing to be submitted
with the Limited Service Listing Attachment (provided by the DCBR MLS)
indicating which of the services are NOT being provided by the Listing Company.
The Listing Company must upload the required Limited Service Listing
Attachment in PDF format as an additional document upon entry of listing into
the MLS.

Limited Service Listings shall be defined as agreements under which the listing
broker will NOT provide ONE or MORE, of the following services. (amended 2/06)

- a. Will not schedule and 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. Will not 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. Will not advise the seller(s) as to the merits of offers to purchase;
- d. Will not assist the seller(s) in developing, communicating, or presenting
counter-offers; or
- e. Will not participate on the seller(s) behalf in negotiations leading to the sale of
the listing property;
- f. Will not schedule and coordinate closing and order title insurance;
- g. Will not hold earnest money (amended 2/06)

Section 1.2.2 DCBR MLS does accept listings with value range pricing. The actual price
Value Range from the listing contract shall be used, and required language and price
Pricing range shall be included in the “remarks section” to make MLS participants
aware that the property is a value priced listing. The key word “VALUE”
can be searched to find these types of listings in the “remarks/direction
or feature” search. (amended 2/06)

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- Section 1.2.3
FSBO** FSBO and outside agency listings added to the MLS system as comparables must contain the same information as is required on active listings. Fines and penalties for incomplete or inaccurate data will be imposed as otherwise provided in these rules and regulations. (amended 3/06)
- Section 1.2.4
Multiple
Property
Types** A listing may be submitted under more than one category, such as “residential” and “commercial” if both apply but only once per category with exception of farms. Such a listing will require filing of one listing contract, two listing forms or computer printouts including photo or map, and will require the listor to file Sold, Change, Pending, Withdrawn, or other status reports. In the case of more than one entry, inputter must include a reference to MLS number of other property type(s) in private remarks; listor must withdraw remaining entries at time of reporting sale. Failure to file proper reports shall be subject to a fine by the Service as outlined in Section 6.3 (amended 3/08)
- Section 1.2.5
Auction
Listings** All Auction properties must be identified by Auction Property type. The Listing Company must upload all Auction terms and conditions, and Auction announcement flyer in PDF format as an additional document upon entry of listing into the MLS. (added 7/08)
- Section 1.3
Exempted
Listings** If the seller does not want the property to be submitted to the MLS, the REALTORS® may then take an exclusive right to sell (“Office Exclusive”) The listing contract shall be filed with the Service but not bulletined to members. Filing of the listing must be accompanied by a signed statement from the seller that the listing is not to be placed in the Service, if such statement is not contained within the listing contract.
- Section 1.4
Change of
Status of
Listing** Any change in listed price or other changes in original listing agreement shall be made only when authorized in writing by the seller or his authorized agent, and shall be filed with the Service within 72 hours (excluding Saturdays, Sundays and Legal Holidays) after notice is received by the listing member. Status changes shall be submitted on the appropriate change form, accompanied by a new or amended contract.
- Section 1.5
Withdrawal
Of Listing
Prior to
Expiration** Listed property may be withdrawn from the Service by the listing member before expiration date of the listing agreement provided notice is filed with the Service, and provided such notice is submitted on the appropriate change data form. It must be accompanied by a written statement signed by the seller confirming the withdrawal of the listing.
- Section 1.6
No Control
Of Commission
Rates or Fees
Charged by
Participants** The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by members.

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Section 1.7
Expiration
Of Listings

Any listing filed with the Multiple Listing Service automatically expires on the dates specified in the agreement, unless renewed by the listing broker and notice of renewal or extension is filed with the Service prior to expiration. If notice of renewal or extension is dated after the expiration date of the original listing, then a new listing contract must be secured for the listing to be filed with the Service. Any extension or renewal of a listing must be signed by the seller(s) and be filed with the Service. The REALTOR® Code of Ethics prohibits misrepresentation; listings should not be allowed to expire for the purpose of changing the days on market and having it posted as a “new” listing.

Section 1.8
Termination
Date on
Listings

Listings submitted to the Service shall bear a definite and final termination date as negotiated between the REALTORS® and the owner.

Section 1.9
Jurisdiction

Only listings of the designated types of property located within the jurisdiction of the Door County Board of REALTORS® are required to be submitted to the Service. Listings of property located outside the Board’s jurisdiction will be accepted if submitted voluntarily by a Participant but cannot be required by the Service.

Section 1.10
Listing of
Suspended
Participants

If a member is suspended from the Service for failure to abide by a membership duty, such as a violation of the Code of Ethics, Board Bylaws, MLS Rules & Regulations, or other membership obligations EXCEPT failure to pay appropriate dues, fees, or charges, all listings currently filed with the Service by the suspended member shall, at the member’s option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement in effect when the suspension became effective.

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

Section 1.11
Listing of
Expelled
Participants

If a member is expelled from the Service for violations of the Code of Ethics, the Board Bylaws, MLS Rules and Regulations, or other membership obligations EXCEPT failures to pay appropriate dues, fees, or charges, all listings currently filed with the Service shall, at the expelled member’s option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the Service beyond the termination of the listing agreement in effect when the expulsion became effective.

If a member is expelled from the Board or MLS, or both, for failure to pay

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appropriate dues, fees, or charges, the MLS is not obligated to provide MLS service, including continued inclusion of the expelled member's listing in the MLS compilation of current listing information. Prior to any removal of an expelled member's listings from the MLS, the expelled member should be advised in writing of the intended removal so that the expelled member may advise his/her clients.

Section 1.12
Listing of
Resigned
Participants

When a member resigns from the Service, the Service is not obligated to provide services, including continued inclusion of the resigned member's listings in the MLS book. Prior to any removal of a resigned member's listings from the MLS, the resigned member should be advised in writing of the intended removal so that the resigned member may advise his clients.

Section 2
Showings
And
Negotiations

Negotiations with the seller of listed property filed with the Service shall be conducted through the listing member except under the following circumstances:

- a. The listing member gives the selling member specific authority to negotiate directly, or;
- b. After reasonable effort, the selling member cannot contact the listing member or his representative. However, the listing member, at his option, may preclude such direct negotiations by the cooperating member.
- c. Appointments for showings and negotiations with the seller are to be conducted through the listing member with the exception of circumstances described in a. and b. above.

Section 2.1
Presentation
Of Offers

Listing member must make arrangements to present offers as soon as practical. If he is not able to do so he shall give the selling member a satisfactory reason for not doing so.

Section 2.2
Submission
Of Written
Offers and
Counter-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. All rejected offers will be so noted and returned to the selling member, by the seller, or the seller's authorized agent.

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.

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Section 2.5
Reporting
Sales to
The Service

Status Changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 72 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker. (amended 8/09)

Note: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If Deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (amended 9/08)

Section 2.7
Advertising
Of Listings

No participant shall, without first obtaining the listing participant's permission, advertise a property listed by another participant in any manner, including but not limited to display, reader board, newspaper, flyer or other publication, except that a participant may republish another participant's listings on the Internet in a manner consistent with the IDX Policy and Procedures, so long as the listing is approved for Internet publication by the owner and the participant.

Section 2.8
Reporting
Pending
Sale
Cancellation

If a sale marked pending falls through, the listing office shall notify the Service within 72 hours so that the listing can be reinstated in the MLS book immediately.

A pending offer is defined as an accepted offer, either with no contingencies or an offer with all contingencies having been met but awaiting closing.

Section 3
Refusal
To Sell

If the owner of any listed property filed with the Service refused to accept a written offer on the terms and conditions stated in the listing, information shall be transmitted to the Service regarding status of the listing and this information shall be transmitted to the members.

Section 4
Information
For
Participants
Only

No MLS listing shall be made available to any non-MLS Broker or licensee without the consent of the listing member.

Section 4.1
For Sale
Signs

Only the "For Sale" sign of the listing broker may be placed on a property.

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- Section 4.1.1** The Service shall not make any rule relating to the posting or use of signs.
For Sale Members are, however, in the interest of professionalism, strongly encouraged
Signs Rules to be aware of and to adhere to the sign ordinances of the several communities within which they conduct their business.
- Section 4.2** Prior to closing, only the “Sold” sign of the listing broker may be placed
Sold Signs unless the listing broker authorizes the cooperating (selling) broker to post such a sign.
- Section 4.3** Participants shall not solicit a listing on property filed with the Service unless
Solicitation such solicitation is consistent with Article 16 of the REALTORS® Code of
Of Listing Ethics, it’s Standards of Practice, and its Case interpretations.
Filed with **NOTE:** This section is to be construed in a manner consistent with Article
The Service 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 the expiration of the listing, by brokers and licensees seeking the listing upon its expiration.
Without such protection, a seller could receive numerous calls, communications, and visits from brokers and licensees 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 members 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 the 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 circumstances otherwise recognized as acceptable by Standards of Practice related to Article 16 of the Code of Ethics.
- Section 4.4** No MLS participant, subscriber or licensee affiliated with any participant shall,
Use of the terms through the name of their firm, their URLs, their e-mail addresses, their
MLS & Multiple website addresses, or in any other way represent, suggest, or imply that the
Listing Service 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 9/08)
- Section 5** The listing broker shall specify, on each listing filed with the MLS Service, the
Compensation compensation offered to other MLS participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker’s performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker’s obligation to compensate any cooperating broker as the

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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.

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 of each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. *

**The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. 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*

Note: *MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation).*

The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different.
(Amended 11/96)

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

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expressed as either a percentage of the gross sales price or as a flat dollar amount.
(Amended 11/95)

Any written, mutually agreed upon commission split between two companies shall take precedence over published MLS code.

- Note 1:** The association 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. (Amended 4/92)
- 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. (Amended 5/08)
- 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. (Adopted 11/05)
- 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 may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the

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gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. (Amended 5/09)

Section 5.0.1 Participants may, but are not required, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other participants and subscribers. As a matter of local discretion MLS’s may, but shall not be required to, adopt the above rule

**Section 5.1
Participant
As
Principal** If a member or any licensee affiliated with a member has any interest in a property, the listing of which is to be disseminated through the Service, that person shall disclose that interest when the listing is filed with the Service and such information shall be disseminated to all members.

**Section 5.2
Participant
as Purchaser** If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

**Section 5.3
Dual or
Variable
Rate
Commission** The existence of dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease result 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.

**Section 6
Service
Fees &
Charges** The following service charges for operation of the MLS are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed:

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**Section 6.1
Initial
Entrance
Fee** The initial entrance fee shall be \$1000.00, and is not refundable. The entrance fee shall be paid in full immediately except by appeal to the Service and approval for a payment plan by the Service. A team identity for agent statistical information shall be set up by the Service upon written request by the existing members. (revised 5/2005 5/2018).

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated (adopted 1/18)

**Section 6.2
Recurring
Participation
Fee** Monthly participation charges shall be determined annually by the MLS committee, subject to approval of the MLS participants. The member shall be entitled to file for a waiver in computation of member and licensee charges as described in Section 6.2.1

**Section 6.2.1
Number
Billed** The licensee fee as established by the Service shall be billed on the basis of the number of licensees in the member's office, including the member, who have access to and use of the Service. The member is entitled to apply for a waiver from the requirement to pay a licensee fee for any licensee affiliated with him who is engaged in a specialty of the real estate business unrelated to the listing or selling of properties and who does not have access to or use of the Service.

**Section 6.2.2
Payable by** All office and licensee fees are billed a month in advance and are due and payable by the 15th of the month.

**Section 6.2.3
Delinquent
Bills** A bill shall be deemed paid if mailed, and postmarked on the 15th day of the month. For bills not paid by the 15th of the month, the member will receive a letter from the Service by the 30th advising him of the delinquency and of suspension of benefits and service. A second letter will be sent on the 15th of the following month informing the member that his MLS participation will be discussed by the MLS Director's and terminated if the delinquent bill is not paid within 10 days of receipt of the letter. Reinstatement of suspended service shall occur only after all delinquencies have been paid along with payment of the \$250.00 initial reinstatement fee and \$500.00 for any subsequent reinstatement thereafter. (amended 12/08, 05/2018))

**Section 6.2.4
Fines
Payable** Any fine levied by MLS must be paid within 15 days. Unpaid fines will result in the member being denied access to MLS until payment has been received.

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- Section 6.2.5
Reactivation
Fee** A listing reactivation fee shall be charged to any participant due to a violation of governing documents that requires removal of listing from the MLS data base. Fee shall be paid according to the following scale
1-15 listing \$100.00
15-30 listings \$200.00
30 + listings \$300.00 (amended 5/13)
- Section 6.3
Listing
Fees/Photos** Upon entering a new listing into the MLS data base notice shall be immediately be sent via email, fax, mail or personal of the listing contract.
Pictures and/or maps shall be uploaded within 72-hours or shall be subject to a fine of \$25.00 plus \$5.00 per day. (revised 7/2003) (amended 6/08, 1/18). Multiple Listing Services may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in the MLS compilations. (amended 9/10, 5/2018)
- Section 6.3.2
Late Filing** Late filing, incomplete or inaccurate MLS data (including but not limited to listings, sales, withdrawn or renewals) after the 72-hour grace period (see section 6.3) shall result in an initial fine of \$25.00 plus \$2.00 for each day the information is late or incomplete or inaccurate.
- Section 6.3.3
Board Input
Fees** The Service shall charge members a fee of \$30.00 per listing (including pictures) and/or \$30.00 per listing for pictures-only inputting done by the board administrators. The Service shall require listings (for administrator input) to be filed with the board office within 48 hours after all necessary signatures have been obtained, excluding Saturdays, Sundays, and Legal Holidays. (revised 7/2004)
- Section 6.4
Subscription** The quarterly sold books are not included in the monthly licensee fees. Price shall be actual charged price by the publisher plus additional costs such as shipping. (amended 12/09, 5/18)
- Section 6.4.2
Financing** Financing from MLS fees should be adequate but not in such amounts as to be the total source of financing the board's operations. The Service should pay its own way and allow for reasonable operation reserve, but it should be considered as another service of the board and not the principal activity or reason for the board's existence.
- Section 7.0
Compliance
Rules** By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agree to be subject to the rules and regulations With 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

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- 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 a specified period not to exceed three (3) years. (adopted 9/08)

Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (adopted 2/16)

**Section 7.1
Unauthorized
Access** To discourage authorized users of the MLS computer system from giving system access to unauthorized persons and to discourage authorized users from misusing their access rights the following shall apply. The member will be held responsible for his actions and those of his licensees and may deal with the offender as he desires. However, in the event of a violation, a fine not to exceed \$5,000 may be directed to the member, said fine to be paid within 30 days of notification to the member. This fine will be treated as indicated in 6.2.2 and 6.2.3

Section 8 Intentionally left blank

**Section 9
Consideration
Of Alleged
Violations** The Service shall give consideration to all written complaints from members having to do with perceived violations of these rules and regulations by any member or the licensee of any member.

**Section 9.1
Violations
Of R&R** 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 a request for arbitration, it may be administratively considered and determined by the Board of Directors of the MLS and if a violation is determined, the Board of Directors may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the Professional Standards Committee of the Association in accordance with the bylaws and rules and regulations of the

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Association of REALTORS®. Within twenty (20) days following receipt of the committee's decision

If, rather than conducting an administrative review, the MLS committee has a procedure established to conduct hearings, any appeal of the decision of the MLS committee 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 association's Professional Standards committee 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 Door County Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws.

Section 10
Confidentiality
of MLS
Information

Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. (Amended 3/06)

Section 10.1
MLS
Responsibility
For Accuracy
Of Information

Each participant agrees to hold the service harmless against any liability arising from any inaccuracy or inadequacy of the information such participant provides. (Amended 3/06)

Section 10.2
Access to
Comparable
And Statistical
Information

This information is provided for the exclusive use of MLS participants and individuals affiliated with MLS participants 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 or by authorization of the Board of Directors. (Amended 3/06)

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Section 10.3
Confidential
Information

All MLS data, or other information made available by the Service for the use of its members is confidential information. It is for use of the member and their licensees for the purposes of appraising, listing, buying, selling or financing real property. In disseminating MLS information to anyone for any purpose the listing brokers' office name must be displayed on each listing. Members shall not sell the listing information to non-members. Any misuse of the MLS data shall be subject to a fine as determined by the MLS, but not to exceed \$1,000.

Section 11
Ownership
Of MLS
Compilation
And Copyright

By the act of submitting any property listing content to the MLS the participant represents that he has been authorized to license and also thereby does license authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report 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 harbor" 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 provision of the 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 17U.S.C. Sec 512

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Section 11.1 Each participant shall be entitled to lease from the Door County Board of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association *. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

Section 12
Use of
Copyrighted
MLS
Compilation

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by 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 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 compilation or any portion thereof, except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable* number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the participants or their affiliated licensees, be interested.

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.

**This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association.*

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

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Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. 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. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 3/15)

Section 13
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 Board or MLS for public mass media advertising by an MLS participant or in other public representations may not be prohibited. However, any advertisement or other forms of public representations based in whole or in part on information supplied by the Board or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following notice: "NOTE: This representation is based in whole or in part on data supplied by the Door County Board of REALTORS® or its Multiple Listing Service. Neither the Board nor its MLS guarantees or is in any way responsible for its accuracy. Data maintained by the Board or its MLS may not reflect all real estate activity in the market."

Section 14
Changes in
Rules &
Regulations

Changes in these Rules and Regulations may be made by the Service at any time, as outlined in article 10.1 of the MLS bylaws, subject to approval of the Directors of the Door County Board of REALTORS®. Dates in brackets contained within the body of the above text reflect the date that the item immediately preceding the date was implemented by the MLS.

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**Section 17
Orientation**

Any new Designate REALTOR® applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (amended 2018)

**Section 18
IDX
Defined**

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules. "display" includes "delivery" of such listing (amended 2018)

**18.1
Authorization**

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

**18.2
Participation**

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. (Amended 8/10)

18.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 7/13)

18.2. 2

MLS participants may not use IDX-provided listing for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listing by recognized search engines. (amended 2012)

* Even where participants have given blanket authority for other participants to display their listings on IDX site, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display (Amended 7/13)

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- 18.2.3** Listings including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) or other electronic forms of display or distribution (Amended 7/13, 02/2017)
- 18.2.4** Participants may select the listings they choose to display through IDX 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 through IDX must be independently made by each participant. (Amended 5/10, 02/18)
- 18.2.5** Participants must refresh all MLS downloads and displays automatically fed by those downloads at least once every 12 hours (Amended 3/15)
- 18.2.6** Except as provided in the IDX policy and these rules, an IDX site or participant or a 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 7/13)
- 18.2.7** 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 the purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 7/13)
- 18.2.8** 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 hyperlink to such estimate) in immediate conjunction with the listing, either or 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 7/13)

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- 18.2.9** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. 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 7/13)*
- 18.2.10** An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds. Provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from m each IDX feed on a single webpage or display. *(adopted 3/15)*
- 18.2.11** Participants shall not modify or manipulate information relating to other participants’ listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.
- 18.2.12** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. * *(amended 02/2018)*
- 18.3**
Display Display of listing information pursuant to IDX is for the participant's internal use only and subject to the following rules:
- Section 18.3.1** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed

*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 7/13)*

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- Section 18.3.1.1** Not adopted
- Section 18.3.2** Deleted May 2015
- Section 18.3.3** Deleted May 2017, moved to 18.2.12
- Section 18.3.4** Not adopted
- Section 18.3.5** Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation.
- Section 18.3.6** Deleted November 2006.
- Section 18.3.7** All listings displayed pursuant to IDX shall show the MLS as the source of the information. *
- Section 18.3.8** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.
- Section 18.3.9** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) or fifty percent (50%) of the listings available for IDX display, whichever is fewer. *(Amended 8/10 2/18)*
- Section 18.3.10** Not adopted

*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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended 7/13)

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Section 18.3.11 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. *

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 18.3.12 Display of expired, withdrawn, and sold listings** is prohibited.
(Amended 11/15)

Section 18.3.13 Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and e-mail address(es) is prohibited.

Section 18.3.14 Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS.
(Amended 7/13)

Section 18.3.15 Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. *(Amended 7/13)*

The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. *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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. *(Amended 7/13)*

** Note: If “sold” information is publicly accessible, display of ‘sold’ listings may not be prohibited. *(amended 3/15)*

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Section 18.3.16 Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. *(Adopted 8/10)*

Section 18.4 Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. *(Adopted 8/10)*
Service Fees

Section 19 Virtual Office Websites (VOWs) (adopted 2/09)

Section 19.1 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.
VOW Defined

As used in Section 19 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "participant's consent" and participant's oversight, supervision, and accountability". References to "VOW" and VOWs include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant.

"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.

As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

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Section 19.2 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.

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).

Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW.

Section 19.3

- a.** Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
- i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - 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 e-mail 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 times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.

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- c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach of 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 Registrants consideration of the purchase or sale of an individual property
 - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database.
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. the terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

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

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

Section 19.6 a. A participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a Vow may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

Section 19.7 a. Subject to Subsection b., below, 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. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8 a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 19.8 A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property with forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information that simply reflects good faith opinion, advice, or professional judgment.

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- Section 19.9** A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.
- Section 19.10** Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS® VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.
- Section 19.11** A participant's VOW must display the participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.
- Section 19.12** A participant's VOW may exclude listings from display based only on objective criteria including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®
- Section 19.13** A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.
- Section 19.14** A participant may operate more than one VOW himself or herself or through an AVP. A participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant.
- Section 19.15** A participant's VOW may not make available for search by or display to Registrants any of the following information:
- a. expired, and withdrawn, listings
 - b. the compensation offered to other MLS participants
 - c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
 - d. the seller's or occupant's name(s), phone number(s), or e-mail address(es)
 - e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- Section 19.16** A participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

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- Section 19.17** A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.
- Section 19.18** **Optional item not adopted**
- Section 19.19** A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 5% sold listings in response to any inquiry.
- Section 19.20** A participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.
- Section 19.21** **Optional item not adopted**
- Section 19.22** A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
- Section 19.23** A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.
- Section 19.24** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.
- Section 19.25** Where a seller affirmatively directs his or her 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.
- Section 20**
MLS IMS Agreement

Member agrees that each licensee will be issued a SentiCard and will sign the following agreement as incorporated within these Rules and Regulations.

- A: **SentiCard Receipt:** Holder hereby acknowledges receipt SentiCard, serial number _____ (MLS IMS) from the issuer.
- B: **Title to SentiCard:** Holder acknowledges that the SentiCard is and shall be the sole property of the Issuer.
- C: **Return of SentiCard:** Holder agrees to return the SentiCard and the card reader within 48 hours of receipt of a request to do so by the Issuer or within 5 days of any of the following events:
 - 1. **Termination of Broker** as an active member of the Issuer.
 - 2. **Termination of Holder's** association with Broker for any reason.In the event of death of the holder, holder's heirs or personal representatives shall surrender the SentiCard and the card reader to the

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Issuer. Failure to return these items within 5 days will result in loss of deposit.

- D: **Safe Place:** It is acknowledged that should the SentriCard or a duplicate thereof come into the possession of unauthorized parties the security of all NXT Wireless Lockbox may be compromised. Therefore, the holder shall keep the SentriCard in his/her possession or in a safe place at all times.
- E. **No Loan of SentriCard:** Holder shall not loan the SentriCard to any person. The foregoing includes, but is not limited to loans to inspectors, appraisers, mortgage and utility agents, builders, other brokers or salespersons, prospective purchasers, or sellers.
- F. **Duplication of SentriCard:** Holder shall not duplicate or attempt to duplicate the SentriCard or allow others to do so. Any duplication of the SentriCard for any purpose whatsoever, including but not limited to, duplication for holder's personal use, shall be considered a violation of this agreement and of SentriLock's patent rights.
- G. **Loss of SentriCard:** In the event holder shall lose the SentriCard, holder shall notify the issuer immediately and promptly thereafter execute a sworn affidavit as to all the facts surrounding the loss. The cost of the first replacement SentriCard will be \$25.00; all additional replacements will be at a cost of \$50.00.
1. Any SentriCard, programmer, or other device (hereinafter referred to as" MLS IMS (Multiple Listing Service Inventory Management System) by which a lockbox can be opened shall be non-duplicative. By "non-duplicative" it is not meant that the MLS IMS is necessarily covered by a current patent but that it cannot be readily copied in the manner that other types of MLS IMS ordinarily are.
 2. MLS IMS must be obtained from the original manufacturer, from a recognized vendor of lockbox systems or from any other legitimate source. Prior to utilizing previously used MLS IMS s, lids, or boxes, information shall be obtained from the original manufacturer to determine whether the MLS IMS 's pattern, code, or configuration is already in use by other Boards, Multiple Listing Services, or other users in the vicinity. Surrounding Boards and Multiple Listing Services shall also be contacted to determine whether the MLS IMS's pattern, code, or configuration is currently in use.
 3. Any lock box system shall be designated as either an activity of the Board of REALTORS® or a Board-owned and operated MLS.
If the lockbox system is an activity of a Board of REALTORS®, then every REALTOR® and REALTOR-ASSOCIATE® and every non-principal Broker, sales licensee and licensed or certified Appraiser affiliated with a REALTOR®, shall be eligible to hold a MLS IMS subject to their execution of a lease agreement with the Board.
If the lockbox system is an activity of a Board-owned and operated Multiple Listing Service, then 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 MLS IMS subject to their execution of a lease agreement with the MLS.

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Boards and Multiple Listing Services may require, as a matter of local determination, that MLS IMS lease agreements executed by non-principal brokers, sales licensees, and licensed or certified appraisers will be cosigned by the designated REALTOR® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the Board or MLS that relate to the operation of the lockbox system. The lease agreement shall also provide that MLS IMS may not be used under any circumstances by anyone other than the MLS IMS holder except as provided elsewhere in this statement of policy.

Boards and Multiple Listing Service may, at their discretion, authorize unlicensed personal assistants, administrative and clerical staff, and individuals seeking licensure as real estate appraisers, who are under the direct supervision of a designated REALTOR®, or MLS Participant, or their licensed designee, to hold a MLS IMS on the same terms and conditions as non-principal brokers and sales licensees.

Boards and Multiple Listing Services may refuse to sell or lease MLS IMS cards, may terminate existing MLS IMS lease agreements, and may refuse to activate or reactivate any MLS IMS held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Board or MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

Boards or Multiple Listing Services may suspend the right of MLS IMS holders to use MLS IMS following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Board or MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determinations include, but are not limited to:

- (a) the nature and seriousness of the crime
- (b) the relationship of the crime to the purposes for limiting lockbox access
- (c) the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- (d) the extent and nature of past criminal activity
- (e) time since criminal activity was engaged in
- (f) evidence of rehabilitation while incarcerated or following release and
- (g) evidence of present fitness

Administration of a lockbox system as an activity of a Board of REALTORS® may, at the discretion of the Board, be delegated to its Multiple Listing Service.

MLS IMS lease agreements may contain a liquidated damages provision to offset some or all of the costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the MLS IMS holder.

4. Boards shall maintain current records as to all MLS IMS issued and in inventory. There shall be an audit, at least annually, of all MLS IMS, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively, by receipt of a statement signed by the

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MLS IMS holder and the designated REALTORS[®], broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the MLS IMS holder's firm, attesting that the MLS IMS is currently in possession of the MLS IMS holder. This audit requirement does not apply to electronic lockbox programmers or MLS IMS cards which are sold or leased provided such devices may be deactivated within thirty (30) days.

5. Boards shall require a substantial deposit from each MLS IMS holder in an amount that will establish an awareness of personal liability for such MLS IMS. The initial deposit shall not be less than \$25 or more than \$200. Deposits for a first replacement MLS IMS lost or stolen shall be not less than two (2) times nor more than three (3) times the amount of the initial deposit and not less than three (3) times nor more than four (4) times the amount of the initial deposit for second or additional replacement MLS IMS. Deposits for MLS IMS shall be kept in a special account for refund upon return of the MLS IMS unless forfeited upon loss of the MLS IMS. Notwithstanding the foregoing, deposits charged affiliate members may be no more than twice the amounts established above. If, at the time of inventory, a MLS IMS is unaccounted for, or if a MLS IMS holder refuses or is unable to demonstrate that the MLS IMS is within their physical control, then the MLS IMS will be considered unaccounted for and any funds on deposit will be forfeited to the Board. Deposits for electronic programmers or electronic MLS IMS cards which are leased but which can be deactivated within thirty (30) days may be required as a matter of local determination.
6. Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose.
7. Boards shall charge MLS IMS holders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for MLS IMS to the Board. Upon receipt of notice, the Board shall take any steps deemed necessary to re-secure the system.
8. Boards shall adopt written, reasonable, and appropriate rules and procedures for administration of lock box systems which may include appropriate fines, not to exceed \$1,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the Board and set forth in the rules and procedures. All MLS IMS holders, whether Board Members or not, shall agree, as a condition of the MLS IMS lease agreement, to be bound by the rules and procedures governing the operation of the lockbox system.
9. Notwithstanding the foregoing, Boards and Multiple Listing Services may sell electronic lockbox programmers or MLS IMS cards to MLS Participants and others eligible to hold lockbox MLS IMS cards pursuant to these requirements provided that such devices may be deactivated, if necessary, within a reasonable period not to exceed thirty (30) days and that the Participant has authorized the sale in writing. In the event electronic lockbox programmers or MLS IMS cards are sold or leased, a designated REALTOR[®] principal or an office's broker of record may purchase or lease additional programmers or MLS IMS cards to be issued on a temporary basis to other MLS IMS holders in the same office in the event their programmer or MLS IMS card becomes nonfunctional outside normal

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business hours or under circumstances where a replacement programmer or MLS IMS card is not reasonably available from the issuing Board or MLS. When a programmer or MLS IMS card is issued on a temporary basis, it shall be the responsibility of the REALTOR® principals or the broker of record to advise the Board or MLS in writing that the programmer or MLS IMS card has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the REALTOR® principal or the broker of record to advise the Board or MLS in writing within forty-eight (48) hours after possession of the previously issued programmer or MLS IMS card has been reassumed.

- H. Indemnification: Holder covenants and agrees to and hereby does indemnify and hold the issuer harmless from any and all liability, obligations, or demands against the issuer as a result of holder's loss or use of the MLS IMS. Including but not limited to, any and all liabilities, including attorneys' fees, incurred by the issuer as a result of damage or injury to premises or persons arising out of the entry by holder or any other person into any premises by use of the MLS IMS.
- I. Reimbursement: Holder agrees to reimburse the issuer for any and all expenses incurred by the issuer's attempting to recover the MLS IMS from holder as a result of holder's failure to surrender the MLS IMS in accordance with this agreement in the event Issuer commences legal proceedings against holder to recover the MLS IMS or to enforce or interpret any of the provisions of this agreement, holder agrees to pay all costs incurred by the issuer together with any reasonable attorneys' fees as determined by the court both at trial and on appeal, if any.
- J. Property access: Holder agrees to call listing agency prior to entry of listing and use of MLS IMS for any MLS listing.
- K. Broker's Responsibility: Broker or Licensed or Certified appraiser confirms that broker is both a real estate broker and an active member of their Primary Board and an Active member of the Door County Board of REALTORS® Multiple Listing Service. Further broker confirms that holder is in fact associated with broker in an active effort to sell real estate through the same business office, that holder does have his/her real estate license, or that holder is a licensed or certified appraiser affiliated with broker, and that broker will notify the issuer should the holder or broker terminate that relationship with the broker. Broker agrees that he/she is jointly and severally liable with holder for all duties, responsibilities and undertakings of holder under this agreement, provided however, that this agreement shall not be construed to make holder an employee of broker.

Section 21

Lockbox Agreement

In consideration of the promises contained herein, I, (Broker) of (Company) hereby acknowledge that on this date I received (#) "NXT Wireless Lockbox", per assignment of the Door County Board of REALTORS®.

- A. I acknowledge that the NXT Wireless Lockbox, which are being loaned or leased to me as the broker of the above-referenced real estate brokerage company, as a licensed broker or a licensed or certified appraiser affiliated with the above named brokerage company, are the property of the Door County Board of REALTORS® Multiple Listing Service Inc. (MLS) and that I am responsible for the physical

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- security, maintenance of, and upon demand, return to the MLS of the NXT Wireless Lockbox that are now or may later come into my possession.
- B. I agree that I will cooperate with the MLS in an audit of the outstanding NXT Wireless Lockbox to be conducted periodically, and that upon demand by the MLS; I will return the number of NXT Wireless Lockbox in excess of those that I am reasonably using (based on the MLS inventory Management System of current listings assigned to NXT Wireless Lockbox not be to less than 1 or no more than 10% or a maximum of 10 Lockboxes.) Within five (5) days of the receipt of written request from the MLS for the return of Lockbox NXT Wireless, I will return to the MLS the requested number of Lockbox NXT Wireless. If I fail to comply within that time, I will be assessed a fee at the current market pricing per day per NXT Wireless Lockbox and/or will be subject to termination of MLS services.
- c. Upon return of NXT Wireless Lockbox to the MLS, they will be tested to be sure they function properly. If a NXT Wireless Lockbox requires repair due to causes beyond normal wear and tear, I will be charged the cost of repair plus shipping and handling from SentiLock or the cost of a new replacement box at the current market cost including shipping and handling.
- D. If, at any time, upon demand, I fail to account to the MLS for NXT Wireless Lockbox in my possession, I agree that I will reimburse the MLS for the cost of replacing the number of NXT Wireless Lockbox that are unaccounted for. (The cost of replacement will be at the current market cost including tax and shipping and handling per Lockbox NXT Wireless.)
- ~~E.~~ I may, at any time, request that the MLS provide additional NXT Wireless Lockbox. Verification by the MLS of active residential listing inventory will serve as justification for such additional NXT Wireless Lockbox. Additional NXT Wireless Lockbox(s) will be leased at a minimum of 1 or up to 10% or a Maximum of 10 lockboxes that are not assigned to current listings. I understand that all repair replacement or other charges and fees described herein are subject to change as determined by the MLS and SentiLock
- F. Upon written notice of any defect in workmanship or materials as to the NXT Wireless Lockbox, or that the NXT Wireless Lockbox as a component of SentiLock, Inc. program is not fit for its intended purpose, MLS shall arrange for SentiLock, without charge, to repair or replace such defective or nonconforming component. The cost of returning the defective system component to the MLS shall be at the expense of the broker. This warranty does not extend to any damage caused by abuse or misuse of system components used in connection with the service.
- G. The warranty set forth above is exclusive of and in lieu of any implied warranties of merchantability and fitness for a particular purpose and in lieu of all other warranties, component/service. MLS makes no representation or warranty that the service, including the equipment such as NXT Wireless Lockbox and SentiCard, may not be compromised or circumvented, or that products will prevent any loss by burglary or other criminal action, and MLS makes no representation or warranty, express or implied regarding such compromise or circumvention. The NXT Wireless Lockbox service is not designed or marketed as a security system. Any loss, abuse or misuse of the NXT Wireless Lockbox/component will compromise the integrity of the Lockbox service. Not with standing this above warranty will not take place of any warranties provided by SentiLock.

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- H. In the event of any malfunction or failure of any NXT Wireless Lockbox component, or of the Lockbox service, the sole remedy shall be as set forth above being repair or replacement. In no event shall the MLS be liable for any loss of business, or any direct, incidental, special or consequential damages, or any other claims arising from or relating to the use, the inability to use, or the implementation of the NXT Wireless Lockbox/SentriCard system.
- I. Acknowledgement by the broker: The broker acknowledges and agrees that neither the NXT Wireless Lockbox /SentriCard system, the SentriCard, nor any other components or aspect of the service, is a security system. The NXT Wireless Lockbox /SentriCard systems are neither alarmed, nor can they prevent entry into a location. The service is provided as a marketing convenience MLS IMS control system, and as such, any loss of SentriCard or disclosure of personal identification numbers compromises the integrity of the service. Broker shall use all reasonable efforts to insure the confidentiality and integrity of all components of the NXT Wireless Lockbox/SentriCard(r) system.

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Appendix A Seller Opt-Out Form

1. Check one

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

_____ initials of seller

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

NON-PARTICIPATION AGREEMENT

As a Participant in the Door County MLS, Inc., I choose not to Participate in the Door County MLS Open Door Broker Reciprocity program.

Firm Name

Signature of Designated REALTOR

Date

Received By _____

Signature

Date

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DATA LICENSE AGREEMENT

This Data License Agreement (the Agreement) is made and entered into on _____, 201__ (“Effective Date”) by and among Door County Board of REALTORS® MLS (“MLS”), _____, a licensed real estate broker or brokerage company and a Participant in the MLS (“Participant”), and _____ (“Vendor”).

This Agreement is made with reference to the following facts:

1. MLS collects, compiles, maintains and licenses a proprietary database of real estate listings and other information.
2. Vendor wishes to obtain, and MLS wishes to license the Licensed Data, as defined herein, for use in creating and delivering IDX/AVMs to Participant’s customers and clients as more fully described in this Agreement.

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MLS, Participant, and Vendor agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth herein and shall be equally applicable to the singular and plural forms.

- A. “Automated Valuation Model” or “AVM” means a product that provides automated real property valuations using mathematical modeling combined with a database.
- B. “Confidential Information” means information and material proprietary to the disclosing party, or designated “confidential” by the disclosing party, and not generally known to the public that the receiving party may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form): (i) all MLS Listing Information, except in the manner and to the extent to which this Agreement permits its disclosure; (ii) IP addresses; (iii) access codes and passwords; (iv) any information the disclosing party obtains from any third party that the disclosing party treats as proprietary and designates as Confidential Information, whether or not owned or developed by the disclosing party; and (v) any information designated as confidential or private from time to time by any applicable state, federal, local or other law, regulation, or directive. Confidential Information does not include information that is or becomes publically known information other than by unauthorized disclosure by the receiving party; is independently developed by the receiving party; is received from a third party who has lawfully obtained and disclosed it without breaching any confidentiality agreement; or is already known by the receiving party at the time of its disclosure.
- C. “IDX” means a data feed that affords MLS participants the option/ability to authorize limited electronic display of their listings by other participants.

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- D. “Licensed Data” means that subset of the MLS Listing Information licensed for use under this Agreement.
- E. “Listing Definition” Please reference The Door County MLS IDX Rules and Regulations for specific use of listing data
- F. MLS means Multiple Listing Service.
- G. “MLS Listing Information” means the compilation of listing information provided by Participants to MLS and aggregated and distributed by the MLS to Participants, including information relating to active listings.
- H. MLS Rules” means the MLS’s Rules and Regulations, as amended from time to time; any applicable access standards and technology standards; and any operating policies relating to the MLS Listing Information.
- I. “MLS Server” means the computer server or servers, including both hardware and software, maintained by MLS which contains the MLS Listing Information and provides the means for Vendor or Participant to access the MLS Listing Information.
- J. “NAR” means the National Association of REALTORS®.

II. LICENSE

- A. License Grant. Subject to the terms and conditions of this Agreement, MLS hereby grants to Vendor a limited, revocable, non-exclusive, non-transferable License to receive from MLS an electronic data feed of the Licensed Data for use solely and exclusively with IDX and the creation of AVMs for use by Participant in connection with Participant’s real estate brokerage services. Nothing herein shall be construed as a grant of any other right or license to Vendor to access or use the Licensed Data, the MLS IDX Listing Information, or Confidential Information, except as expressly set forth herein. MLS reserves all right, title and interest in and to the Licensed Data.
- B. Limitations on License.
 - 1. Except as expressly permitted by the License Grant, Participant and/or Vendor shall not, and shall not facilitate, cause, or allow any third party to, do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the Licensed Data or any other MLS Listing Information, or otherwise create any derivative works thereof; (b) download, distribute, export, deliver, or transmit any of the MLS Listing Information, including to any computer or other electronic device, except Licensed Data as is necessary pursuant to the License Grant; or (c) sell, grant access to, or sublicense the MLS Listing Information, or any portion thereof, to any third party, including to any End User.
 - 2. Vendor agrees to take all reasonable steps necessary to protect the Licensed Data from unauthorized access, distribution, copying, or use.
 - 3. Vendor and Participant shall comply at all times with the MLS Rules and NAR Multiple Listing Policy. Upon receipt of notice that MLS or NAR contend that Vendor’s or Participant’s use of Licensed Data does not comply with the MLS Rules or NAR Multiple Listing Policy, Vendor and Participant shall cease such use and cooperate with MLS to modify Vendor’s and Participant’s use thereof to ensure compliance.
 - 4. Vendor may not use the Licensed Data to contact property owners and/or Participant’s clients.

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5. Vendor may only allow its employees to access the Licensed Data for using IDX and the limited purpose of creating AVMs for Participant. Vendor may not allow any other third party, including independent contractors, access to the Licensed Data.
 6. Participant may not display the IDX/AVMs or Licensed Data on any website other than that which is under its direct ownership or control and may not directly or indirectly facilitate the display of the IDX/AVMs on any other publicly accessible website.
- C. Vendor Support. Vendor, not the MLS, shall provide (or cause a third party to provide) all hardware, software, telecommunications, and other equipment, technology and resources necessary to perform its obligations under this Agreement.
- D. License Fees and Payment; Expenses. In consideration for the License Grant set forth in this Agreement, Participant agrees to pay to MLS license fees and other fees (“Fees”) described on the attached Schedule A to this Agreement. The Fees shall be payable as provided on Schedule “A”
- E. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND USE OF THE LICENSED DATA, IS PROVIDED “AS IS,” AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION VII OF THIS AGREEMENT, MLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

III. CONFIDENTIALITY. Each party (the “Receiving Party”) acknowledges that in the course of performing this Agreement, they may receive or be exposed to Confidential Information of the one or more other parties (the “Disclosing Party”). The Receiving Party acknowledges and agrees that the Disclosing Party’s Confidential Information may constitute valuable trade secrets and that all of this information will be received and held by the Receiving Party in confidence, will be used only for the purposes set forth in this Agreement, and will not be disclosed to any person or entity without the prior written consent of the Disclosing Party, and the Receiving Party will take all precautions necessary to safeguard the confidentiality and security of the Disclosing Party’s Confidential Information including, at a minimum, those precautions taken by the Receiving Party to protect its own confidential information, which will never be less than a reasonable degree of care. The Receiving Party acknowledges and agrees that its protection of the Disclosing Party’s Confidential Information is essential to this Agreement. All Confidential Information shall (i) remain the sole property of the Disclosing Party and (ii) be used by the Receiving Party only as authorized herein. The Receiving Party agrees to provide the Disclosing Party with prompt written notice of receipt of any subpoena or other demand from a court, government agency, or arbitration panel seeking production or disclosure of the Disclosing Party’s Confidential Information and will cooperate with the Disclosing Party on reasonable terms and conditions in any efforts by the Disclosing Party to quash or limit such a subpoena or demand or secure an appropriate protective order.

IV. COMPLIANCE AND SECURITY

- A. MLS IDX Rules. Participant and Vendor acknowledge that MLS has provided each with a copy of the MLS IDX Rules and each agrees to be bound by and comply with the MLS IDX Rules. The MLS IDX Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the content of the MLS IDX Rules will govern. MLS may modify the MLS IDX Rules at any time, in its sole discretion. MLS agrees to deliver to Participant and Vendor any modification of the MLS IDX Rules, and Participant and Vendor shall comply with such modification not later than five (5) business days after receipt of such modification.

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- B. Means of Accessing the MLS Listing Information. Access by Vendor to the Licensed Data shall be exclusively by the means designated by MLS, including without limitation the format and method of delivery. MLS may, in its sole discretion and upon thirty (30) days prior written notice to Vendor and Participant, change the means, method of delivery and nature of accessing the MLS Listing Information. See Schedule A.
- C. Authorization to Access the MLS Listing Information. Vendor hereby acknowledges and agrees that (i) Vendor has no independent participation rights in the MLS by virtue of this license; (ii) Vendor shall not use MLS Listing Information except as permitted in the License Grant; and (iii) access by Vendor to MLS Listing Information is derivative of the rights of Participant.
- D. Privacy and Information Security. Vendor shall comply with all applicable privacy and information security laws including, but not limited to, security breach notification laws. Vendor shall use measures to protect the security and privacy of the Licensed Data, including from unauthorized access, use, or disclosure, that are equal to or higher than those Vendor uses to protect the security and privacy of its own data and Confidential Information. Vendor shall also take all reasonable steps, in accordance with commercially reasonable security practices, to protect the security and privacy of the Licensed Data from unauthorized access, use, or disclosure, including “data piracy” and other unauthorized access to or use of the Licensed Data. From time to time, MLS may, in its sole discretion, specify particular reasonable security measures Vendor must take to ensure compliance of the terms set forth herein.
- E. Changes to MLS’s Server. MLS shall not be obligated to make any changes to MLS's Server, including any software running on MLS's Server, the configuration, applicable protocols, or any other aspect of MLS's Server for any reason. Participant and Vendor acknowledge that the MLS Server, together with access to the MLS Listing Information, may from time-to-time be unavailable to Vendor, whether because of technical failures or interruptions, intentional downtime for service or changes to the MLS Server, or otherwise. Participant and Vendor agree that any modification of the MLS Server, any interruption or unavailability of access to the MLS Server, or access to or use of the Licensed Data shall not constitute a default by MLS under this Agreement. MLS shall have no liability of any nature to Participant or Vendor for, and Participant and Vendor waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access to the MLS Server.
- F. Compliance Audits. MLS reserves the right to conduct an Audit upon notice of three (3) business days to Participant and/or Vendor. Audit may include, without limitation, obtaining access to Participant’s and/or Vendor’s websites as necessary to ensure that the Licensed Data is used and displayed in accordance with this Agreement and the MLS IDX Rules; using all features available to end-users of Participant’s systems that employ the Licensed Data; and posing as consumers to register and test services Participant and/or Vendor make available to consumers using the Licensed Data. MLS may engage an independent third party to conduct the Audit and shall be responsible for the costs related thereto. In the event MLS identifies a breach of the contract by Participant and/or Vendor during the course of an Audit, then the Vendor and Participant shall be equally liable for the costs of the Audit.

V. OWNERSHIP

- A. Ownership of Intellectual Property. Vendor and Participant acknowledge and agree that the MLS Listing Information is proprietary, is an original work of authorship of MLS, consists of information for which MLS has sufficient rights to grant this license, and components of which are protected under United States copyright law. Vendor and Participant further acknowledge and agree that all right, title, interest in and to the database compilation of the Licensed Data and any modifications or enhancements

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of such compilation are and shall remain with MLS. This Agreement does not convey or grant to Vendor an interest in or to the MLS Listing Information, but only a limited right to access and use the Licensed Data in accordance with this Agreement. Vendor and Participant agree that they will not challenge or take any action inconsistent with MLS's claims of ownership of or rights to the MLS Listing Information as described herein.

- B. Proprietary and Other Notices. Vendor and Participant shall include and not alter or remove any attribution, trademark, copyright, other notices, or any disclaimers located or used on or in connection with the Licensed Data. Participant and/or Vendor shall display the MLS copyright notice on each display screen, web page, and/or printout displaying any part of the Licensed Data and/or AVMs. The MLS grants permission to Participant and/or Vendor to display MLS name and/or trademark for the purpose of this agreement.

VI. TERM AND TERMINATION

- A. The term of this Agreement shall be one (1) year from the Effective Date. This Agreement will automatically renew upon expiration of the Initial Term for successive twelve (12) month terms (each a "Renewal Term" and collectively, with the Initial Term, the "Term") unless any party provides notice to the others no less than thirty (30) days prior to renewal that it does not wish to renew the Agreement.
- B. MLS or Participant may, by delivery of written notice to all other parties hereto, terminate this Agreement effective immediately upon the occurrence of any of the following events:
1. Vendor giving MLS or Participant written notice of the termination;
 2. Participant giving notice to MLS that it no longer intends to use Vendor's technology for IDX display and deliver AVMs to End Users; written notice of which shall be provided by Participant to MLS within five (5) days of Participant's de-designation of Vendor;
 3. Participant ceasing to remain a Participant in the MLS;
 4. Vendor accessing, downloading, or using MLS Listing Information in a manner not authorized by this Agreement, or that hinders the ability of other MLS participants to access, download, or use the MLS Listing Information;
 5. Participant's or Vendor's failure within ten (10) business days of MLS' written notice of MLS' reasonable belief that Participant or Vendor have misused the Licensed Data or have violated the MLS Rules or the NAR Multiple Listing Policy to cure such violation by taking such steps as prescribed in MLS' written notice of violation; or
 6. Participant's failure to make required payments to the MLS.
- C. Vendor and Participant agree that upon termination of this Agreement, Vendor's and Participant's license to use the Licensed Data pursuant to this Agreement immediately terminates and Vendor and Participant shall immediately cease all use thereof. Upon termination, Vendor and Participant shall remove all MLS Listing Information from all of their servers within one (1) business day of termination and within one (1) business day thereafter Vendor and Participant shall provide MLS with a written statement that they have done so.

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VII. WARRANTIES, ACKNOWLEDGEMENTS, INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. General. Each party represents and warrants to the other parties as follows: (a) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; and (b) the execution of this Agreement and/or the performance of such party's obligations under this Agreement will not constitute a default, under any other agreement by which such party is bound; and (c) each party is not under any disability, restriction, or prohibition related to its execution of this Agreement and its performance of its obligations under this Agreement.
- B. Acknowledgements. Vendor and Participant acknowledge that MLS provides the Licensed Data on an as-is, as-available basis. MLS shall not be liable to Vendor or Participant for any claim arising from inaccuracies in the Licensed Data, alleged infringement, or any failure, whether on the part of Vendor or MLS, to update the data promptly. Vendor is responsible for any liability or loss of goodwill associated with problems in the Licensed Data's integrity, accuracy, or timeliness arising from Vendor's use of the Licensed Data.
- C. Indemnification. Vendor and Participant agree to indemnify, hold harmless and defend MLS and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Party arising out of any third party claim alleging: (i) a material breach or non-fulfillment of any representation, warranty or covenant of this Agreement by Vendor and/or Participant; (ii) that any action undertaken under this Agreement infringes any U.S. patent, copyright or trademark, or constitutes a misappropriation of a trade secret or other intellectual property of a third party; (iii) any grossly negligent or more culpable act or omission of Vendor and/or Participant (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (iv) any failure by Vendor and/or Participant to materially comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement.
- D. Limitation of Liability. IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. REMEDIES

- A. Injunctive Relief. MLS, Participant and Vendor each agree that a breach of this Agreement could result in immediate and irreparable injury and harm to a non-breaching party. In the event of Participant's or Vendor's actual or potential breach of this Agreement, MLS shall have the right to immediately terminate Vendor's and Participant's access to the MLS Listing Information and to apply to a court of competent jurisdiction for an injunction, temporary and permanent, specific performance, or other equitable relief to prevent the violation of this Agreement. A party's pursuit of injunctive or equitable relief shall not in any way limit any other remedies of that party based upon another party's conduct, including, without limitation, the right to seek monetary damages.
- B. Costs of Litigation. If any action is brought by any party to this Agreement against another party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, its reasonable attorneys' fees, costs, and expenses of prosecuting or defending such action, including on appeal and in bankruptcy.

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IX. GENERAL PROVISIONS

- A. Governing Law; Submission to Jurisdiction. This Agreement is governed by and enforced according to the laws of the State of Wisconsin. Each party agrees to submit and consent to and waive any defense to the jurisdiction of courts located in the County of Door, in the State of Wisconsin, as to all matters relating to or arising from this Agreement.

- B. Notices. All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, UPS or FedEx return receipt requested, or email to the appropriate party at the address provided below.

If to MLS:

Door County Board of REALTORS® MLS
57 North 12th Ave Suite 109
Sturgeon Bay, WI 54235
920-743-9651
dcb@dcbr.org

If to Participant:

Name: _____

Address:

Email:

If to Vendor:

Name: _____

Address:

Email:

- C. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt or refusal to receive.
- D. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between MLS and Vendor or MLS and Participant.
- E. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
- F. No Waiver. The waiver by either party of or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such

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term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement.

- G. No Assignment. None of the Parties may assign or otherwise transfer any rights or duties under this Agreement to any third party without the prior written consent of the non-assigning parties. Any attempted assignment of this Agreement in violation of this section shall be null and void and be without any legal force or effect.
- H. Survival. The obligations of the parties in the following sections of this Agreement shall survive the termination of this Agreement: Definitions; No Warranties; Acknowledgments; Privacy and Information Security; Ownership of Intellectual Property; Term and Termination; Confidentiality; Indemnification; Limitation on Liability; Remedies; and all Sections under General Provisions.
- I. Execution and Amendment. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Electronic and facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by Participant, Vendor, and MLS.

IN WITNESSTH THEREOF, the parties have executed this Agreement by their authorized representatives.

MLS : _____

PARTICIPANT :

MLS Signature : _____

Participant Signature : _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date : _____

Date : _____

VENDOR : _____

Vendor Signature : _____

Print Name: _____

Title: _____

Date: _____