

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

Adopted July 2024

Disclaimer: The Door County Board of Realtors®, Inc. and/or the Door County Multiple Listing Service is/are expressly not responsible for the independent actions of the Participants and Subscribers regarding the publication of commissions. The publication of any commission in the Door County Multiple Listing Service shall be expressly prohibited unless otherwise amended.

Additionally, all Participants and/or Subscriber shall expressly hold The Door County Board of Realtors, Inc. and/or the Door County Multiple Listing Service harmless for the inadvertent or intentional publication of any commission in the Door County Multiple Listing Service. Any Participant and/or Subscriber that publishes any such commission(s) in the Door County Multiple Listing Service shall be subject to fines, penalties, and/or disciplinary actions regarding any publication of same.

M – Mandatory per NAR

R- Recommended per NAR

O- Optional Per NAR

DCBR MLS- Local rule

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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. The Multiple Listing Service shall be hereafter referred to as the “MLS” The Door County Board of REALTORS® shall be hereafter referred to as “DCBR”

Purpose of The MLS Service

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The MLS is a means 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.

MLS Governance

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

Rules & Regulations

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 National Association of REALTORS® REALTOR® Code of Ethics and Standards of Practice, make it possible for all Participants and their Licensees to better serve the public and each other.

The MLS, in accepting listings from Participants, does so with the understanding that the Participant has executed the proper contracts and documentation giving the Participant the authority to submit the listing to the MLS. This includes, but is not limited to, the original Listing Contract, any subsequent changes, **amendments**, extensions, withdrawals, etc. The MLS, in accepting listing information for dissemination, relies on the accuracy of the information supplied by the Participants.

Supplying inaccurate listing information to the MLS shall be subject to disciplinary action as noted in Sections 6, Service Charges; Section 7, Compliance Rule; and Section 9 Enforcement of Rules or disputes.

Section 0 Definitions of Terms

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

AE	The Association Executive of the Door County Board of REALTORS® Inc. who oversee, the MLS operations
Agent	"Agent" means a real estate licensee (including brokers and sales associates) acting in an agency relationship as defined by state law or regulation
Broker	Agent holding a real estate broker license and acting as the Broker of Record for a firm
Complainant	Party initiating a complaint
DCBR	Door County Board of REALTORS® INC.

DCBR BOD **The DCBR Board of Directors; the body that oversees the association and the Wholly-owned subsidiary corporation MLS**

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Licensee	Real estate professional holding a broker or sales license
MLS	Multiple Listing Service Inc.
MLS BOD	DCBR MLS Board of Directors; the body that oversees MLS operations; which reports to the DCBR Board of Directors
MLS Coordinator	Administrative Assistant to the AE
MLS of Choice Participant	A Participant who holds primary membership in another Wisconsin REALTOR® Association and MLS
MLS Data	Confidential market data
MLS Office	Administrative headquarters at 57 N 12 th Ave, Sturgeon Bay, Wisconsin 54235
Non-principal Broker	Agent holding a broker license but not the broker of record of the firm
Participant	Broker Owner, Designated REALTOR®, Managing Person , Licensed or Certified appraiser who has fiduciary responsibility to the MLS
Salesperson	Agent holding a Wisconsin sales license
Subscriber	Licensee affiliated with Participant
Vendor	The provider of the MLS online service/data

MLS Jurisdictional Area The 29 Jurisdictional 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, 6) Township of Baileys Harbor, 7) Township of Egg Harbor, including Village; 8) Township of Jacksonport; 9) Township of Sevastopol, Range 26E; 10) Township of Sevastopol, Range 27E; 11) City of Sturgeon Bay East; 12) City of Sturgeon Bay West; 13) Township of Sturgeon Bay North; 14) Township of Gardner; 15) Township of Nasewaunee; 16) Township of Sturgeon Bay South; 17) Township of Union; 18) Township of Brussels; 19) Township of Forestville including Village; 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.

Listings taken in the following areas may be, but are not required to be, submitted to the MLS. 30) Luxemburg; 31) Montpelier; 32) Franklin; 33) Brown County; 34) Manitowoc County; 35) Other

Section 1.0 Listing Procedures

Listing Procedures

Participants shall file listings with the MLS Coordinator and electronically submit to the MLS, after all necessary signatures have been obtained within 72 hours, excluding weekends and holidays. Listing date shall reflect the latter of the **term of the** contract date or signature date for the purpose of the MLS. A fully

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executed listing contract and a completed listing form or 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 explanation explaining why the listing is late and may be subject to provisions of see Section 6.0 (Amended 7/08)

As stated above, the purpose of the MLS **is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public.** The information required for submission to the MLS serves to inform the subagent or buyer agent about the features and availability of the property. Participants are responsible for the content of their listings and shall review them for accuracy. Failure to comply shall be subject to fines as outlined in Section 6.0. (Amended 7/24)

Note 1: The MLS 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 MLS, **and is a Wisconsin state-approved real estate form**, although a property data form may be required as approved by the MLS. However, the MLS, 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 MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (Buyer or Seller)

The MLS shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing Broker to **cooperate with** other Participants of the MLS acting as subagents, buyer agents, or both. (Amended 7/24)

The listing agreement must include the Seller's written authorization to submit the agreement to the MLS. (Amended 11/96)

The different types of listing agreements include:

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

The MLS 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 (Amended 4/92, 7/24)

Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

The **exclusive right-to-sell** listing is the form of listing **where** the Seller **authorizes exclusive authorization** to the listing Broker to cooperate with other Brokers **in the sale of the property**. The **exclusive agency** listing also authorizes the listing Broker, as exclusive agent, to **cooperate with other brokers in the sale of the property**, 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

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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, 6/24)

Note 2: **The** MLS does not regulate the type of listings its members may take. This does not mean that **The** MLS must accept every type of listing. The MLS shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the MLS.

Note 3: **The** MLS may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 11/92) **M**

Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property **in any manner** to the public, the listing Broker must submit the listing to the MLS for cooperation with other MLS Participants.

Public marketing includes, but is not limited to, flyers displayed in windows **or in an office**, yard signs, **unsolicited mailings**, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi brokerage listing sharing networks, **social media**, and applications available to the public. (Adopted 3/20) **(Amended 7/24)**

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listing filed under section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing Broker is publicly marketing an exclusive listing that is required to be filed with the MLS and is not currently available to other MLS Participants. **M**

First Violation = \$500

Second Violation = \$1000

Third Violation = \$2500

Fourth Violation = \$5000

- Complaints received by DCBR MLS regarding a violation may be filed confidentially. The complaint along with documentation supporting the complaint must contain time stamps which will be compared to MLS data.
- The violator and their Participant will be notified of the violation. A fine will be emailed to the individual of record responsible for MLS payments, as well as the Participant. The Participant in the DCBR MLS is responsible for payment of the violation and for ensuring that the violator corrects the infraction.
- Violations must be corrected within one (1) business day. If the violation is not corrected within one (1) business day, it will be considered a second violation, third etc. until the violation is corrected by uploading the listing to the MLS.

Section 1.1.1 Listing Subject to Rules & Regulations of the MLS

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Any listing taken on a contract to be filed with the MLS is subject to the rules and regulations of the MLS upon signature of the Seller. **R**

Section 1.1.2 Fair Housing

No Participant/Subscriber shall enter content into the MLS that may constitute a violation of fair housing laws. The MLS **coordinator**, in the course of routine review of listings entered into the system, shall **periodically monitor** for content (language and photos) that **may** be interpreted as a violation of fair housing laws. Upon discovery of any such content, the **coordinator** shall notify the Participant or Subscriber and their designated managing Broker, and the Participant or Subscriber shall promptly remove or edit the offending content to bring it into compliance with fair housing laws. Likewise, any Participant or Subscriber to the MLS has the ability to report listings to the MLS that the Participant or Subscriber feels may be in violation of fair housing laws. When such listings are reported, the **coordinator** shall notify the Participant or Subscriber as noted above. The MLS has provided their Participants and their Subscribers a list of offending, questionable and acceptable terms that may be helpful in eliminating offending language and encourage the Participants and Subscribers' use of appropriate terms in line with fair housing laws. All Participants, Subscribers and ultimately their designated managing Brokers, are responsible for the content of their listings and shall review them to determine compliance with fair housing laws. Failure to comply shall be subject to fines as outlined in Section 6. (Amended 2/21 **6/24**) **DCBR MLS**

Section 1.2 Detail on Listings Filed with the MLS

A listing, when filed with the MLS, shall be complete in every detail required by the MLS as outlined on the listing data forms provided to all Participants. **R**

Section 1.2.0 Accuracy of Listing Data

Participants and Subscribers are required to submit accurate listing data and to correct any known errors.

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Section 1.2.1 Limited-Service Listings

Limited-service listings shall be defined as agreements under which the listing Participant will *not* Provide *one* or *more* of the following services:

- a. Will not schedule and arrange appointments for cooperating Participants to show listed property to potential purchasers but instead gives cooperating Participants 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 Participants but instead gives cooperating Participants 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;
- e. Will not participate on the Seller(s) behalf in negotiations leading to the sale of the listing property; or
- f. Will not schedule and coordinate closing and order title insurance.

Limited-service listings must be identified within the DCBR MLS by the Yes/No field.

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

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Participant.

The listing Participant must upload the required limited-service listing attachment in PDF format as an additional document upon entry of listing into the MLS. **O** (Amended 2/06)

Section 1.2.2 Incomplete Listing

Upon entering a new listing into the MLS, or making changes to an existing listing, notification shall immediately be sent via email, mail or personal delivery to the DCBR office along with a copy of the listing contract. All photos, required documents, and/or maps shall be uploaded within 72-hours excluding weekends and holidays. Failure to comply shall be subject to fines as outlined in Section 6.

MLS's 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. Photos not specific to the property will be directly labeled indicating what the photo is showing. Photos shall remain with the listing regardless of status. (Amended 9/10, 4/19, 12/20, 7/24) **DCBR MLS**

Section 1.2.3 Value Range Pricing

DCBR MLS does accept listings with value range pricing. The actual price from the listing contract shall be used and required language and price range shall be included in the "remarks section" to make MLS Participants aware that the property is a value range priced listing. **DCBR MLS**

Section 1.2.4 Non-DCBR MLS Listings

Listings not marketed in the DCBR MLS prior to closing, including but not limited to single party, for Sale by owner, non-DCBR MLS and non-published listings, must contain every detail required by the MLS as outlined on the listing form. **DCBR MLS**

Section 1.2.5 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 the exception of farms. Such listings shall require filing of one listing contract, two listing forms or computer printouts including photo or map and will require the Participant/subscriber to file Change, Pending, Withdrawn, or other status reports, for both entries. In the case of more than one entry, inputter must include a reference to MLS number of other property type(s) in private remarks; Participant/subscriber must withdraw remaining entries at time of reporting sale. Failure to comply shall be subject to fines as outlined in Section 6 (Amended 3/08 7/24) **DCBR MLS**

Section 1.2.6 Auction Listings

All auction properties must be identified by auction property type. The Participant or Subscriber 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. (Adopted 7/08) **DCBR MLS**

Section 1.3 Exempt Listings

If a Seller refuses to permit the listing to be disseminated by the MLS, the Participant may take the listing (office exclusive). Such listing shall be filed with the MLS but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the Seller that Seller does not desire

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the listing to be disseminated by the MLS if such statement is not contained within the listing contract. MLS Participants and Subscribers must distribute exempt listings within (1) one business day once the listing is publicly marketed (see section 1.01 Clear Cooperation) (Amended 4/20, 7/24) **M**

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, and shall be filed with the MLS within 72 hours excluding weekends and holidays after authorized change is received by the listing Participant. Status changes shall be submitted with a new or amended contract. **R**

Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the MLS by the listing Participant before expiration date of the listing agreement provided notice is filed with the MLS including a copy of the agreement between the Seller and the listing Participant or Subscriber which authorizes the withdrawal. It must be accompanied by a written statement signed by the Seller confirming the withdrawal of the listing. Sellers do not have the unilateral right to require the MLS to withdraw a listing without the listing participant's concurrence. However, when a Seller(s) can document that their exclusive relationship with the listing Participant has been terminated; the MLS may remove the listing at the request of the Seller. (Adopted 11/96) **M**

Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions in the listing that is not considered confidential shall be specified and notified to the Participants. A contingency shall be designated by selecting yes/no in the contingency field. **R**

Section 1.7 Listing Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the MLS, unless the property is subject to auction. **M**

Section 1.8 Not adopted

Section 1.9 No Control of Commission Rates or Fees Charged by Participants

The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-Participants. **M**

Compensation Notice

1. A broker's compensation and fees for services are not set by law and are fully negotiable.
2. A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.
3. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker. (Adopted 7/24) **Required Annual Notification**

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Section 1.10 Expiration of Listings

Listings filed with the MLS will automatically be removed from the compilation of current listings on the expiration date specified in the contract, unless prior to that date the MLS has been provided an amendment extending or renewing the listing. If notification of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the Seller(s) and filed with the MLS. 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. (amended 7/24) **M**

Section 1.11 Termination Date on Listings

Listings submitted to the MLS shall bear a definite and final termination date as negotiated between the listing Participant and Seller. **M**

Section 1.12 Jurisdiction/ Service Area

Only listings of the designated types of property located within the jurisdiction of the DCBR MLS are required to be submitted to the MLS. Listings of property located outside the MLS’s jurisdictional area will be accepted if submitted voluntarily by a Participant but cannot be required by the MLS. **M**

Section 1.13 Listing of Suspended Participants

When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant’s option, be retained in the MLS until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the association (except where MLS Participant without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant’s listings in the MLS. Prior to any removal of a suspended Participant’s listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise clients. **M**

Section 1.14 Listing of Expelled Participants

When a Participant of the MLS is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled Participant shall, at the Participants’ option, be retained in the MLS until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant’s listings in the MLS. Prior to any removal of an expelled Participant’s listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so the expelled Participant may advise clients. **M**

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Section 1.15 Listing of Resigned Participants

When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise clients. **[O]**

Section 1.16 Property Address

At the time of filing a listing, Participants and Subscribers must include a property address, **or** fire number, if available. If an address doesn't exist, a parcel identification number **shall** be used. Where an address or parcel identification number are unavailable, the information filed with the MLS **must** include a description of the property sufficient to describe its location. (Amended 5/21, 6/24) **[DCBR MLS]**

Section 2 Selling Procedures

Section 2.0 Showings and Negotiations

Appointments for showings and negotiations with the Seller for the purchase of listed property filed with the MLS shall be conducted through the listing Participant except under the following circumstances:

- a. the listing Participant gives the cooperating Participant specific authority to show and/or negotiate directly, or
- b. after reasonable effort, the cooperating Participant cannot contact the listing Participant or their representative. However, the listing Participant, at their option, may preclude such direct negotiations by cooperating Participants. **[M]**

Section 2.1 Presentation of Offers

Listing Participant must make arrangements to present offers as soon as practical. If the Participant is not able to do so, the Participant shall give the cooperating Participant a satisfactory reason for not doing so. All rejected offers will be so noted and returned to the selling Participant, by the Seller, or the Seller's authorized agent. **[M]**

Note: however, an Offer is not required to be rejected by the Seller, who may choose to not respond, at the Seller's sole discretion. (6/24). **[DCBR MLS]**

Section 2.2 Submission of Written Offers and Counter-Offer

The listing Participant shall submit to the Seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the Seller and the listing Participant. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing Participant shall recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

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Section 2.3 Right of Cooperating Broker in Presentation of Offer

The cooperating Broker (subagent or buyer agent) or their representative has the right to participate in the presentation to the Seller or lessor of any offer they secure to purchase or lease. They do not have the right to be present at any discussion or evaluation of that offer by the Seller or lessor and the listing Participant. However, if the Seller or lessor gives written instructions to the listing Participant that the cooperating Broker not be present when an offer the cooperating Participant secured is presented, the cooperating Participant has the right to a copy of the Seller's or lessor's written instructions. None of the foregoing diminished the listing Participants' right to control the establishment of appointments for such presentations.

Where the cooperating Participant is not present during the presentation of the offer, the cooperating Participant can request, and the listing Participant must provide as soon as practical, written affirmation stating that the offer has been submitted to the Seller, or written notification that the Seller has waived the obligation to have the offer presented. **M**

Section 2.4 Right of Listing Broker in Presentation of Counter-Offer

The listing Participant or their representative has the right to participate in the presentation of any counter-offer made by the Seller or lessor. They do 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 Participant is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating Participant that the listing Participant not be present when a counter-offer is presented, the listing Participant has the right to a copy of the purchaser's or lessor's written instructions. **M**

Section 2.5 Reporting Sales to the MLS

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

Note: The listing agreement of a property filed with the MLS by the listing Participant should include a provision expressly granting the listing Participant 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 Participant the right to authorize dissemination of this information by the MLS to its Participants. (Amended 9/08) **M**

Section 2.5.1 Multiple Property Types

In the case of more than one entry, a reference to the MLS number of other property type(s) in private remarks must be included; remaining entries at time of reporting sale must be withdrawn. Failure to file proper reports shall be subject to a fine as outlined in Section 6. **DCBR MLS**

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Section 2.6 Reporting Resolutions of Contingencies

The listing Participant shall report to the MLS within 72 hours, excluding weekend and holidays, that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled. **M**

Note: DCBR MLS has no requirement for filing of contingencies.

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, 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 Seller and the Participant. **M**

Section 2.8 Reporting Pending Sale Cancellation

If a sale marked pending falls through, the listing office shall notify the MLS within 72 hours so that the listing can be reinstated in the MLS immediately. A pending offer is defined as an accepted offer, either with no contingencies or with all contingencies having been met, awaiting closing. **M**

Sections 2.9, 2.10 and 3.0 not adopted

Section 4 Prohibitions

Section 4.0 Information for Participants Only

No MLS listing shall be made available to any non-MLS Broker or Licensee without the consent of the listing Participant. **M**

Section 4.1 For Sale Signs

Only the "For Sale" sign of the listing Participant/Subscriber may be placed on a property. **M**

Section 4.1.1 For Sale Signs Rules

The MLS shall not make any rule relating to the posting or use of signs. However, Participants are in the interest of professionalism, strongly encouraged to be aware of and to adhere to the **local** sign ordinances of the municipalities (**city, county, town, village, condominium, and/or HOA**) within which they conduct their business. (**Amended 7/24**) **DCBR MLS**

Section 4.2 Sold Signs

Prior to closing, only the "Sold" sign of the Participant/Subscriber may be placed on the property unless the listing Participant authorizes the cooperating Broker to post such a sign. **M**

Section 4.3 Solicitation of Listing Filed with the MLS

Participants shall not solicit a listing on any property filed with the MLS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its' Standards of Practice, and its Case Interpretations.

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

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

This section is also intended to encourage Brokers to participate in the MLS by assuring them that other Participants will not attempt to persuade the Seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by 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. **M**

Section 4.4 Use of the Terms MLS & Multiple Listing Service

No MLS Participant, Subscriber or Licensee affiliated with any Participant shall, through the name of their firm, their URLs, their email addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is **the** MLS, or that they operate **the** 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) **O**

Section 4.5 Services Advertised as “Free”

MLS Participants and Subscribers **must** not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the Participant or Subscriber will receive no financial compensation from any source for those services. **M** (Amended 11/21)

Section 4.6 No filtering of Listings

Participants and Subscriber **must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.** **M** (Adopted 7/24)

Section 5 No Compensation Specified on MLS Listings

Section 5.0 No Compensation Specified on MLS Listings

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers to buyer brokers or to other buyer representatives is prohibited and must result in the MLS terminating a Participant’s access to any MLS data and data feeds.

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The DCBR MLS has no rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract, and the MLS will not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant.

The DCBR MLS prohibits the disclosure in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (the combined compensation to both listing brokers and buyer brokers).

The DCBR MLS has no rule on the division of commissions between Participants and non-Participants. This is solely the responsibility of the listing broker. **M** (Amended 7/24)

Section 5.0.0 Consumer Disclosure Required Consumer Disclosure

Disclosure of Compensation: MLS Participants and Subscribers must

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any)
2. conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for the buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. **M** (Adopted 6724)

Section 5.0.1 Disclosing Potential Short Sale

Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the Seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other Participants and Subscribers

Section 5.0.2 Written Buyer Agreements Required

Unless it is inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
- b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. **M** (Adopted 7/2024)

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Section 5.0.3 Written Agreements Periodic Audit

The service holds the right to conduct periodic audits of written showing agreements with buyers. Participant and/or Subscriber agrees to cooperate fully with the service in an audit to ensure compliance with the NAR requirement of a written agreement with a prospective buyer prior to a private showing of a property. Upon request by the service, the Participant and/or Subscriber will provide documentation of such agreements. within one (1) business day. Failure to provide required agreements may result in disciplinary action as noted in Sections 6, Service Charges, Section 7 Compliance with Rules and Section 9 Enforcement of Rules or Disputes. **DCBR MLS** (Adopted 7/2024)

Section 5.1 Participant as Principal

If a Participant or any Licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in a property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all Participants. **M**

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 a property listed with another Participant, such interest shall be disclosed, in writing, to the listing Participant not later than the time an offer to purchase is submitted to the listing Participant. **M**

Section 6 Service Charges/Fees/Fines

Section 6.0 Service Charges/Fees/Fines

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.

Section 6.1 Initial Entrance Fee

The initial entrance fee shall be \$1,000 for the Participant and \$800 for each of their Subscribers. The entrance fee is nonrefundable and due upon receipt of application. All Subscribers who are members of a team shall each pay \$800 entrance fee.

Section 6.1.1 Recurring Participation Fee

Monthly participation fee shall be determined annually by the MLS BOD, subject to approval of the MLS Participants. All Participant and Subscriber fees are billed quarterly and are due and payable within thirty (30) days from the date of invoice. The Participant is ultimately responsible for their Subscriber's fee(s).

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) **M**

Note 1: **The** MLS may elect to have such fees payable on a quarterly or monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

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Section 6.2 Delinquent Bills

A bill shall be deemed paid if mailed and postmarked thirty (30) days from the date of invoice. For bills not paid within thirty (30) days from the date of invoice, the Participant will receive a notification from the MLS advising of the delinquency, imposing of a late fee, and of suspension of benefits and services. A second notification will be sent the following month informing the Participant that their MLS participation will be suspended if the delinquent bill is not paid within ten (10) days of notice of the second notification. Any reinstatement of suspended service shall occur only after all delinquencies have been paid in addition to payment of the \$250 initial reinstatement. For any subsequent reinstatement thereafter, the fee shall be \$500 and a prepayment of one (1) year Participant user fee. (Amended 12/08, 4/19) **DCBR MLS**

Section 6.2.3 Fines Payable

Any fines levied by MLS are due upon receipt. **DCBR MLS**

Section 6.2.4 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. Fees shall be paid according to the following scale

1-15 listing \$250
15-30 listings \$350
30 + listings \$500

(Amended 5/13) **DCBR MLS**

Section 6.3 Late/ Incomplete/Inaccurate Filing Fine

Late/incomplete/inaccurate MLS filing of data, including but not limited to listings, sales, withdrawals or renewals, price changes, photos, and documents shall result in an initial fine of \$25 plus \$5 per day for each day the information is late, incomplete, or inaccurate, until rectified.

Section 6.3.1 Written Agreement Fine

Failure to comply with the written agreement periodic audit shall result in an initial fine of \$25 plus \$5 per day for each day the required documentation is not provided until rectified. This may result in further disciplinary action per Section 7 Compliance with Rules and Section 9 Enforcement of Rules or Disputes. **DCBR MLS**(Adopted 7/2024)

Section 6.4 Unauthorized Access Fine

In the event of a violation, and/or of unauthorized access, the Participant will be held responsible for their own actions and the actions of any of their Licensees. A fine not to exceed \$5000 may be directed to the Participant. Fine(s) shall be treated as indicated in Section 6. (Amended 7/24)

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Section 6.4.1 Publication or Disclosure of any Compensation Fine

In the event the service is notified or becomes aware of any publication of broker/agent compensation within the MLS or by use of the MLS service, the Participant will be notified of the violation. The Participant will be held responsible for their own actions and the actions of any of their Subscribers.

Notice of Violation and Fine(s) will be emailed to the Participant as well as the violator(s).

First Violation =\$500

Second Violation = \$1,000

Third Violation = Suspension of service

Violations must be corrected within one (1) business day. The service retains the right to remove all references from the database and enforce disciplinary action as noted in Section 7 Compliance with Rules and Section 9 Enforcement of Rules or Disputes. DCBR MLS (Adopted 7/2024)

Section 7 Compliance with Rules

Section 7.0 Authority to Impose Discipline

By becoming and remaining a Participant or Subscriber in this MLS, each Participant and Subscriber agrees to be subject to the rules and regulations 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:

- letter of warning
- letter of reprimand
- 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
- appropriate, reasonable fine not to exceed \$15,000
- suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- 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) M

Note: A Participant and/or Subscriber can be placed on probation. Probation is not a form of discipline. When a Participant and/or Subscriber, 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 MLS BOD, 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) M

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Note 2: MLS Participants and Subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rule, except that the MLS may allow more administrative sanctions for violations of listing information provided by Participants and Subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a Subscriber to the Subscriber's Participant and the Participant is required to attend the hearing of a Subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20) **[M]**

Section 7.2 Applicability of Rules to Users and/or Subscribers

Non-principal Brokers, sale Licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or Subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or Subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant. (Adopted 4/92) **[O]**

Section 8 Meetings

Section 8.0 Meetings

The meetings of the Participants in the MLS or the MLS BOD for the transaction of business of the MLS shall be held in accordance with the provisions of Article 7, bylaws of the MLS. **[R]**

Section 9 Enforcement of Rules or Disputes

Section 9.0 Consideration of Alleged Violations

The MLS shall give consideration to all written complaints having to do with violations of these rules and regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the MLS BOD.

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Amended 11/20) **[M]**

Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the MLS and does not involve a charge of alleged unethical conduct or a request for arbitration, it may be administratively considered and determined by the MLS BOD. If a violation is determined, the MLS BOD 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 association of REALTORS®, within twenty (20) days following receipt of the committee's decision.

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If rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the MLS may be appealed to the MLS BOD within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the DCBR's Professional Standards Committee for processing in accordance with the professional standards procedures of the DCBR. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the DCBR BOD. **M**

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the MLS BOD to the DCBR BOD for appropriate action in accordance with the professional standards procedures established in the DCBR's bylaws. **M**

Section 9.3 Complaints of Unauthorized Use of Listing Content

Any Participant who believes another Participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No Participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this section 9.3 of the MLS rules.

Upon receiving a notice, the MLS BOD will send the notice to the Participant who is accused of unauthorized use. Within ten (10) day from receipt, the Participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the MLS BOD that the use is authorized. Any proof submitted will be considered by the MLS BOD, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the MLS BOD determines that the use of the content was unauthorized, the MLS BOD may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If, after ten (10) days following transmittal of the MLS BOD determination, the alleged violation remains uncured (i.e., The content is not removed or the rules violation remains uncured), then the complainant may seek action through a court of law. (Adopted 5/18) **M**

Section 9.4 MLS Rules Violations

MLS Participants may not take legal action against another Participant for alleged rules violations unless the complaining Participant has first exhausted the remedies provided in these rules. **M**

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Section 9.5 Unauthorized Access

To discourage authorized users of the MLS system from giving system access to unauthorized persons and to discourage authorized users from misusing their access rights the following shall apply: The Participant will be held responsible for their actions and those of their Licensees and may deal with the offender as desired. However, in the event of a violation, a fine not to exceed \$5,000 may be directed to the Participant. This fine will be treated as indicated in Section 6. (Amended 4/19) **DCBR MLS**

Section 10 Confidentiality of MLS Information

Section 10.0 Confidentiality of MLS Information

Any information provided by the MLS to the Participants shall be considered official information of the MLS. 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) **M**

Section 10.1 MLS Not responsible for Accuracy of Information

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

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 MLS BOD. (Amended 3/06) **DCBR MLS**

Section 10.3 Confidential Information

All MLS data, or other information made available by the MLS for the use of its Participants, is confidential information. It is for use of the Participant and their Subscribers 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. Participants shall not sell the listing information to non-Participants. Any misuse of the MLS data shall be subject to a fine as determined by the MLS BOD. (Amended 4/19) **DCBR MLS**

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Section 11 Ownership of MLS Compilation* and Copyright

Section 11.0

By the act of submitting any property listing content to the MLS, the Participant represents and warrants that they are fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include property listing content in its copyrighted MLS compilation and 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/video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Amended 5/18) **M**

Each Participant who submits listing content to the MLS agrees to defend and hold the MLS and every other Participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. (Adopted 5/18) **M**

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 post 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.

**The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.*

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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. (Adopted 11/15) **R**

Section 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the DCBR and in the copyrights therein shall, at all times, remain vested in the DCBR. **R**

Section 11.2 Display

Each Participant shall be entitled to lease from the DCBR 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. **M**

**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.*

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Section 12 Use of Copyrighted MLS Compilation

Section 12.0 Distribution

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. **This section includes distribution to the general public, as well as non-members of the MLS.** Use of information developed by or published by the DCBR MLS 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 the DCBR MLS where access to such information is prohibited by law.

(Amended 4/92, 7/24) **[R]**

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. **[M]**

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 and/or non-members of the MLS** 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.

Reproduction made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated Licensees are seeking to promote interest, does not appear on such reproduction.

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

**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, 7/24) **M**

Section 13 Use of MLS Information

Section 13.0 Limitations on Use of MLS Information

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

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

Based on information from the DCBR MLS for the period (date) through (date).

This representation is based in whole or in part on data supplied by the Door County Board of REALTORS® Inc. or its MLS. Neither the DCBR nor its MLS guarantees or is in any way responsible for its accuracy. Data maintained by the DCBR, or its MLS may not reflect all real estate activity in the market.

Section 14 Changes in Rules and Regulations

Section 14.0 Changes in Rules & Regulations

Changes in these Rules and Regulations may be made by the MLS BOD at any time, as outlined in article 10.1 of the MLS bylaws, subject to approval of the DCBR BOD. **M**

Sections 15 and 16 are optional not adopted

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Section 17 Orientation

Section 17 Orientation

Any applicant for MLS participation and Licensees (including licensed or certified appraisers) affiliated with the 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, computer training related to MLS information entry and retrieval, and the operation of the MLS within thirty (30) days after access has been provided. (Amended 11/04) **M**

Participants and Subscribers may also be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any (12) twelve-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 2/21)

Section 17.1

Participants and Subscribers acknowledge that as a requirement for MLS access they must complete the MLS orientation program either in person or remotely within (30) thirty days of receipt of application and payment. Failure to complete this requirement by the Participant will result in the discontinuance of MLS services for the Participant and their Subscriber(s) and require Participant and Subscriber(s) to submit new application(s) and all applicable fees. Failure to complete this requirement by the Subscriber will result in the discontinuance of MLS services and require Subscriber to submit a new application and all applicable fees. (Amended 2/21) **DCBR MLS**

Section 18 Internet Data Exchange (IDX)

18.0 IDX Defined

Internet Data Exchange (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 listings. (Amended 6/18, 4/19) **M**

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 a Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants*. **M**

** Even where Participants have given blanket authority for other Participants to display their listings through IDX, such consent may be withdrawn on a listing-by listing basis where the Seller has prohibited all internet display or other electronic forms of display or distribution. (Amended 7/13)*

18.2 Participation

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

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) **M**

18.2.2

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

18.2.3

Listings including property addresses may 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 websites or VOWs) or other electronic forms of display or distribution. (Amended 7/13, 2/17, 4/19) **M**

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), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant. (Amended 5/10, 2/18, 11/21) **M**

18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 3/15) **M**

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) **M**

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) **M**

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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 Participant or Subscriber 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) **M**

18.2.9

Participants shall maintain a means (e.g., email address, telephone number) to receive correspondence regarding the accuracy of data or information added by, or on behalf of, the Participant beyond that supplied by the MLS relating 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) **M**

18.2.10

The MLS Participant (or where permitted locally, **the** 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. (Adopted 3/15) **M**

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. (Adopted 5/15) **M**

18.2.12

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All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing Participant 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 2/18, 11/21) **[M]**

18.3

Display of listing information pursuant to IDX is for the Participant's internal use only and subject to the following rules:

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., showing instructions, property security information etc.) may not be displayed. **[O]**

18.3.1.1 Not Adopted

18.3.2 Deleted by NAR May 2015

18.3.3 Deleted by NAR May 2017: moved to 18.2.12 Mary 2017

18.3.4 Not adopted

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. **[O]**

18.3.6 Deleted November 2006

18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. (Amended 2019) * **[O]**

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. * **[O]**

18.3.9, 18.3.10 not adopted, 8.3.11 removed 3/2022

** Even where Participants have given blanket authority for other Participants to display their listings through IDX, such consent may be withdrawn on a listing-by listing basis where the Seller has prohibited all internet display or other electronic forms of display or distribution. (Amended 7/13)*

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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. ** 

18.3.12

Display of expired and withdrawn listings is prohibited. (Amended 5/20, 5/21) 

18.3.13

Display of Seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited. 

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) 

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) 

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) 

18.4 Service Fees

Service fees and charges for participation in IDX shall be as established annually by the MLS BOD and approved by the DCBR BOD. (Adopted 8/10) 

***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.*

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18.5 No Use of Data Feeds to a platform of compensation

Use of the DCBR MLS data or data feed to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is strictly prohibited and will result in the termination of the Participant's access to any MLS data and data feeds. (Adopted 6/2024) **DCBR MLS**

NON-PARTICIPATION AGREEMENT

As a Participant in the Door County MLS, Inc., I choose not to Participate in the Internet Data Exchange (IDX) and Syndication of listings for the Firm indicated below.

Firm Name	
Signature of Designated REALTOR	Date
Received By	
Signature	Date

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

19.1 VOW Defined

a. A “Virtual Office Website” (VOW) is a Participant’s internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a Broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the Participant’s oversight, supervision, and accountability. A non-principal Broker or sales Licensee affiliated with a Participant may, with their 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. **[M]**

b. As used in Section 19 of these rules, the term “Participant” includes a Participant’s affiliated non-principal Brokers and sales Licensees – except when the term is used in the phrases “Participant’s consent” and Participant’s oversight, supervision, and accountability”. References to “VOW” and VOWs include all 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. **[M]**

c. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS listing information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW. **[M]**

d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants. **[M]**

19.2

a. The right of a Participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. **[M]**

b. Subject to the provisions of the VOW policy and these rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g., “Internet Data Exchange” (IDX). **[M]**

c. Except as otherwise provided in the VOW policy or in these rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW. **[M]**

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:

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i. The Participant must first establish with that consumer a lawful Broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

ii. The Participant must obtain the name of and a valid email address for each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in subsection d., below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.

iii. The Participant must require each Registrant to have a username 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 username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any email address is associated with only one username and password. **M**

b. The Participant must assure that each Registrant’s password expires on a certain date but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, username, 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. **M**

c. If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **M**

d. The Participant shall require each Registrant to review and affirmatively express agreement (by mouse click or otherwise) to a terms-of-use provision that provides at least the following:

i. that the Registrant acknowledges entering into a lawful consumer-Broker relationship with the Participant

ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use

iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW

iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant’s consideration of the purchase or sale of an individual property

v. that the Registrant acknowledges the MLS’ ownership of and the validity of the MLS’ copyright in the MLS database. **M**

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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. **M**

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. **M**

19.4

A Participant's VOW must prominently display an email 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. **M**

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. **M**

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 email, fax, or otherwise, the listings of Sellers who have determined not to have the listing for their property displayed on the internet. **M**

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. **M**

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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 one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater. **[M]**

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. **[M]**

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. **[M]**

19.8

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

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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. **M**

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. **M**

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. **M**

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, or type of property. (Amended 11/21) **M**

Section 19.12.1

Use of the DCBR MLS data or data feed to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is strictly prohibited and will result in the termination of the Participant's access to any MLS data and data feeds. (added 6/2024) **DCBR MLS**

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. **M**

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. **M**

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 type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- c. the Seller's or occupant's name(s), phone number(s), or email address(es)
- d. instructions or remarks intended for cooperating Brokers only, such as those regarding showings or security of listed property

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Section 19.16

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

Section 19.17

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable but 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

A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing Broker or agent, and the email or phone number provided by the listing Participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (Amended 11/21) ☐

Section 19.19, 19.20, 10.21 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 not adopted

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 their listing Broker to withhold either the Seller's listing or the address of the Seller's listing from display on the internet, a copy of the Seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours. ☐

Section 20 Lockbox System Agreement

Section 20.0

Associations shall adopt written, reasonable, and appropriate rules and procedures for administration of lockbox systems which may include appropriate fines. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the Association and set forth in the rules and regulations, the Electronic Lockbox Agreement with Broker Participant and the SentiLock and SentiKey User Agreement. As set forth in Article XVIII – Multiple Listing Service Section 3 of the DCBR Bylaws pursuant to that article conforms with the National Association of REALTORS® Handbook on MLS Policy that includes Section H Lockbox/Key repositories.