

# Greater Northwoods MLS, Inc Policies & Procedures

July 2018

**Before you contact the board offices, please be sure that you have reviewed this booklet as well as the current Rules & Regulations available on the board website at [www.northwoodsrealtors.org](http://www.northwoodsrealtors.org).** Many times the answer to your question is right at your fingertips!

Contact the **Association Executive – Matt Seegert** at [nwarmatt@gmail.com](mailto:nwarmatt@gmail.com) 715-356-3400 with the following issues:

- Questions regarding Governance Procedures
- Professional Standards and Ethics violation filings
- Continuing Education
- Requests for Arbitration
- NWAR Membership Information

Contact the **MLS Coordinator – Lon Fisk** at [nwarlonf@gmail.com](mailto:nwarlonf@gmail.com) or 715-356-3400 for issues pertaining to the following:

- Changes to your personal or office information in MLS system
- Adding your agent photo to Interface
- Assistance with Listing Maintenance or photos
- Difficulty with downloading the Interface offline system
- Questions on how to use a particular feature in Interface or Interface Express
- Non-member listing or sale entry
- Lost or change password
- Adding a street or lake name to the system
- Interpretation of MLS rules and regulations, policies and procedures
- To file a compliance complaint regarding an MLS listing
- Electronic Lockbox assistance
- Billing questions
- Questions regarding MLS bylaws
- Inclusion in the MLS board meeting agenda
- MLS Invoicing
- MLS Membership
- Broker requests for MLS board documents

Contact **Angela at RealtyServer** [angela@realtyserver.com](mailto:angela@realtyserver.com) or 866-531-7065 for issues related to the following:

Technical problems concerning Interface and Interface Express. Problems involving your existing hardware (computer, printer, internet connection), interfacing with the RealtyServer MLS software. This would include runtime errors, recurrent shutdowns, or inability to download the Interface software.

Please be at your computer when you call technical support and have the following information available.

Operation system (Windows Vista, 7, 8.1, 10, etc.)  
Browser and version – Internet Explorer, Firefox, Chrome, etc.  
Type of internet connection - DSL, Dial-up, Cable, or Satellite  
Clear description of the problem you are having  
What system and what version of Interface you are experiencing trouble with; Distributed Version or Interface Express

You may also contact **REIS Technology Helpline** for any computer problem not related to the MLS system or software. At 888-804-8225. This is available free to NWAR members only.

The following Policies and Procedures are designed to guide the GNMLS subscribers in day-to-day operations in the use of the MLS and establish an understanding of proper conduct of their MLS participation to the benefit of all GNMLS users. These guidelines, along with the REALTOR® Code of Ethics and Standards of Practice, will aid all Participants and their associates in better serving each other and their clients/customers. The GNMLS reserves the right to request any paperwork related to listings entered into the GNMLS database.

Any changes to the Policies & Procedures guide must be approved by majority vote of the GNMLS Board of Directors.

Should there be any conflict between these GNMLS Policies and Procedures and the current Handbook on Multiple Listing Policy of the NATIONAL ASSOCIATION OF REALTORS®, the NAR Handbook policies will prevail.

To the extent that any GNMLS policies or rules are inconsistent with current Wisconsin Department of Safety and Professional Services Administrative Rules, the Administrative Rules will prevail.

## I. Membership

A. Participant is defined as any REALTOR® Principal of this or any other association in the United States. Principal is defined as a sole proprietor, partner in a partnership, or corporate officer of a corporation. A REALTOR® Principal may contract with the Greater Northwoods MLS (GNMLS) upon filing a list of Principals of the firm with the Board offices [to be verified by the appropriate licensing bureau], providing a list of licensees, upon payment of the application fee and upon approval of the GNMLS Board of Directors. This contract shall allow the Participant, sales licensees, and appraisers of the firm hereinafter referred to as "SUBSCRIBER" to all the benefits and services of the GNMLS Corporation subject to its Rules & Regulations.

### B. Participants

1. A branch office must have the same identity of ownership as the principle/primary office. Branch offices are not subject to the membership application fee. A branch office of a firm which qualifies for participation in the MLS must meet both the requirement of actively endeavoring to list and/or sell real estate as a REALTOR per GNMLS by-laws and must be a location, other than the main office; where business is conducted, records are kept and clients/customers may meet with the REALTOR®. To be considered a separate branch office it may not be located in the same building or complex as the main office.

2. Membership cannot be transferred to another firm except in the event of a sale of the firm where the corporate entity owns the GNMLS membership and the corporate entity will continue to exist under the new ownership.

3. A change of ownership or form of ownership, by any MLS Participant shall not require a new initial membership fee if the new entity includes at least one Principal who is a current member of the GNMLS.

### C. New Subscribers

1. Any change in the list of Subscribers in a firm must be submitted in writing to the GNMLS Board Offices within 10 days. Change must be verified by submission of the Department of Safety and Professional Services (DPS) termination or notice of employment contract form.

2. GNMLS Subscribers and Participants must attend MLS basic orientation at the Board office or be certified having completed off-site training materials within 60 days of MLS access. MLS Orientation to include a minimum of 1.5 hours of Rules & Regulations training, and no more than 6 classroom hours devoted to computer training related to data entry, retrieval and the operation of the GNMLS software. If the Subscriber/Participant fails to meet this requirement, all dues, fees and other assessments may be forfeited at the discretion of the GNMLS Board of Directors. If forfeiture occurs the Participant shall be treated as a new GNMLS member applicant subject to the application fee

### D. Subscriber Transfers

1. Subscribers transferring to a new firm will be given a new log in id. Transferring Subscribers have a maximum of 90 days from termination to re-activate under a new

broker after which the subscriber will be required to attend the MLS orientation as a new agent.

2. All listings remain with the broker. This does not prevent the broker from expiring active listings and allowing them to be relisted with the subscriber's new firm upon consent of all parties. The MLS will not transfer sold data to a different Participant office.

3. A Participant retains the right to determine what, if any client contact information will be given to a subscriber leaving their employment.

## II. Fees

A. The monthly dues formula includes a monthly service fee for every Principal Broker and all individuals licensed with a MLS member firm/office (in any state) except for cases in which a Subscriber Fee Waiver has been granted and is in effect according to Appendix C of these policies.

B. All subscriber fees are to be paid in advance. Billing for the upcoming month of service will be mailed [electronically or hard copy] prior to the 5<sup>th</sup> of each month. All fees are due by the last day of the month preceding the service month. Payment postmarked after the 30<sup>th</sup> day of the month will be assessed a 10% service charge.

C. Users or Participants joining after the 22<sup>nd</sup> of the current month will not be billed for the current month's service.

D. If payment is not received in the service month the GNMLS access will be suspended. Service will be reconnected upon payment of the month's service, the 10% service charge, and the next month's advance payment.

E. Failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the Service shall be suspended until service charges and fees are paid in full.

F. Three months of non-payment will result in the termination of membership. New member application fees apply. If an office closes and reopens with past payments and late fees being made such that three months does not pass without payments received or due, then they will not be charged the new office fee. ex1. Payment is made in January for February service. No payment is made in February, March or April. April 10 office would be suspended and April 30 terminated. New application would be required after April 30. ex2. Payment is made in January for February service and office closes by the end of February. No payments made or due in March, April or May. After May 30 a new office application and fees would be required. If office is reopened by May 30, and if subscriber dues are paid for March, April and May including late charges, then no new application and \$1000 fee would be required.

G. There are no partial-refunds of monthly service fees. If a subscriber termination is received prior to the 1<sup>st</sup> of the month the Participant will receive a credit if the payment for service has been received in advance per the Policies and Procedures. The GNMLS does not credit the Subscribers nor will it accept payment from individual Subscribers.

Terminations which occur in the current service month will not be credited. The Participant's policies determine if money is refunded to the individual Subscriber.

H. Appraisal offices will pay \$40.00 per office regardless of the number of appraisers working for the firm.

I. The GNMLS Board Office will assess a fee for scanning and entering photos: One photo entry \$10.00, Multiple photos \$25.00.

J. The GNMLS Board Office will assess a \$30.00 fee for entering member listings and non-member sold listings into the GNMLS database.

K. IDX/RETS feed credentials will be supplied by the Board office staff to the Participant's designated technical support contact at no charge. Any charges for additional support provided by our MLS vendor will be charged to the Participant. (\$250 as of 04/01/12)

### III. Fines

A. All new listings not submitted within 5 business days are subject to a \$25.00/day fine imposed on the Participant. The first day a listing contract is received is the "grace day" and does not count as the first business day. If a circumstance beyond the Subscriber's/Participant's control prevents timely entry, a listing waiver, along with supporting documentation (postmarked envelope, fax submission page, or listing contract in which it is detailed that the listing was withheld at the request of the seller) must be submitted to the GNMLS Board office.

B. A \$25.00 fine will be imposed on a Participant for failure to submit a photo with the listing within 5 business days. All Single Family Detached and Condominium property type listings must include a full view of the primary structures in the published photos. The photo or other graphic representation must accurately depict the listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations. Photos and descriptions must be unique to the property ie. an essentially duplicate photo or narrative may not be used on multiple lots.

C. Photos or subjective narrative may not be transferred from another brokers listing without permission from the photo/copy owners. Violation of this policy will result in a \$25.00 per day fine for the first offense.

D. Ineligible properties entered into the MLS listing database are subject up to a \$500 fine imposed upon the Participant.

E. Any other MLS listing violations or a repeated violation of the above within a 12 month period will be forwarded to the GNMLS Complaints and Compliance Committee for review. The committee will make a recommendation for remediation to the GNMLS Board of Directors. Remediation may be in the form of education, service to the GNMLS, Fines not to exceed \$500 per offense, suspension of membership, and/or termination of membership.

F. Status changes must be entered into the MLS database within 72 hours. Status changes are defined as Active, Active O/C, Hold, Pending, Sold, Expired, or Cancelled. Brokers should disclose to all sellers that broker is obligated by MLS entry to promptly update status of the listing in the MLS. Amendments or other requests to withhold offers are strictly prohibited and a violation of GNMLS rules. If a seller does not wish to

disclose offer status, that property must be removed from the MLS and a waiver filed with the board office along with the written request by the seller. A fine of \$25/day will be imposed upon the Participant for failure to change a listing status within the mandated time.

***ON HOLD status as used in GNMLS***

A listing is usually placed on HOLD because the seller wishes to restrict the listing from active marketing for a time for various reasons.

To place a listing on hold, these are the steps needed.

- 1) You must have a valid contract in force through the end of the HOLD period.
- 2) The seller must have signed an amendment to remove the listing from MLS marketing for the period of time.
- 3) Complete a waiver form and send to the MLS office indicating the reason for the HOLD and the expected date it will return to market.
- 4) Place a note in the REALTOR® Remarks indicating if available for showing or not.
- 5) In GNMLS a listing ON HOLD may still be available to show. If available to the Listing office, it must also be available to Cooperating members, but might not be available to non-members.

G. All fines may be modified by motion of the GNMLS Board of Directors.

IV. Other

A. A listing with a pending offer that has a bump clause may remain in Active status with a notice as such put in to the REALTOR® Remarks section.

B. If a listing is entered in the MLS Database in both the residential and commercial categories, only one of the listings may be claimed as sold, (The other listing is then cancelled) unless the Participant chooses to pro-rate the sales price between both listings.

C. Residential property offered in multiple acreage configurations may be represented in the MLS up to a maximum of three (3) listing numbers. Other configuration possibilities may be described in the property description remarks or supporting documents section.

D. Only one entry per address / property is acceptable with the exception of the previously allowed listings for divisible properties. Property may not be entered under multiple residential property types.

E. All information entered into the MLS system, with exception of corrections must remain in the MLS including after sale, cancelation or expiration.

F. Only a single listing price may be shown in the MLS. Opening bid or other prices may not be shown to the public, but may be communicated in the private REALTOR® remarks.

G. Sale Price reported in the MLS is to include only the real estate transfer price. Commercial properties are excluded.

**NOTE: All violations are considered violations of the Participant not the individual subscriber and are considered as such when determining a pattern of behavior for the purposes of the Complaints and Compliance Committee.**

## V. Listings

A. The sale of a non-member listing may be reported in the MLS software. Complete listing data and at least one photo must be submitted to the Service. Call the board office for instructions on entering listing information for non-member sales.

B. One Party listings entered for the purposes of sold information only must contain the minimum required information per the MLS data entry form and at least one photo.

C. Properties co-listed or listed co-exclusively with GNMLS Participants and non-GNMLS brokers or with subscriber brokers/agents and non-subscriber brokers/agents under the same broker are NOT eligible for entry into the service. The service accepts only Exclusive Right and Exclusive Agency contracts between the seller(s) and a single brokerage firm. The GNMLS prohibits submission by MLS Participants of properties listed by, or co-listed with, non-fee paying licensees.

D. Properties co-listed between GNMLS member Participants or separately listed by multiple members are eligible for only a single entry in the MLS database by one of the listing firms. If the Participants are unable to agree which shall be entered into the MLS database, the listing will not appear in the MLS.

## VI. Entry Fields

A. No public fields, links or documents may contain branding or contact information except to government resources. They may not contain the name of the brokerage, agent, license numbers, website addresses, phone numbers or links to any of these, or contact information / branding for other parties such as financing firms or other vendors. No references such as "call ABC Realty or Listing Agent for details" are allowed. They should not be used to direct consumers to more information or provide contact information for submitting offers. Links may not direct consumers to media including YouTube or similar sites that may identify the agent or brokerage or display non-listing related information. Documents may not include brokerage, agent, or third-party information. All data in the MLS should be free of any branding in signage, links, verbiage, graphics, or other representation.

B. The property description field may contain property descriptive remarks only. Minimum written description of the property in the general remarks to be 200 characters.

C. Virtual tours or other links must be "unbranded" including the information that appears in the address bar when it is viewed. Virtual tours must not link to a REALTOR® or brokerage website or provide contact information.

D. The Directions field shall contain street/HWY directions only. If the client desires that directions not be displayed, this field should be left blank and appropriate information provided in the Agent Information section such as LA must accompany or Call LO. Directions are required to be provided unless the seller has requested in writing that they not be displayed. Call LO or Listing Agent is not allowed in this field. Directions may indicate a town, road intersection, or public landmark but cannot name the Listing Office or include language such as "From listing office..."

- E. For sale signs shall not be allowed in property photos. Photos must be cropped or taken appropriately to avoid including the brokerage for sale sign in the listing photo.
- F. IDX feeds may transmit all information contained in the “client detail format only.
- G. All requests for street-adds must be accompanied by a plat map or tax bill which indicates the street/road.
- H. Property must be listed in the actual taxing municipality in which it lies. A mailing or postal address does not denote the location of property. The actual address / fire number is required for all improved properties with written instructions from the seller necessary to withhold the address. A waiver with documentation must be filed with the Board office to withhold the actual address. If there is no fire number address the property would be listed as “ON” xxx or “OFF” xxx depending on whether there is road frontage on the named road. Single-address private roads will not be entered into the MLS database. All roads must be recognized by their appropriate town or county or internet mapping service to be eligible for entry. A confidential address may be entered as “off CTH xx” using an appropriate nearby highway, but should be accurate as to the state, county, township and zip code.
- I. Lakes must be in the Wisconsin Department of Natural Resources (DNR) Lake book (PUB-FH-800) in order to be entered in the MLS database. Private and man-made lakes that are not recognized by the DNR will not be entered into the lake name search selection. To ensure that private and man-made lake property is searchable as an on-water property, the shoreline footage must be entered into the MLS database and the lake name field left blank. Upon electronic submission the lake name field will auto-populate with the words, “Unnamed Lake”. The Board may choose to add non-DNR listed water bodies on a case-by-case basis. Lake chains are defined as two or more lakes connected by a waterway navigable by powerboat.
- J. Deeded Access – the REALTOR® may include the Lake name in the lake field if there is actual deeded lake access, provided the REALTOR® also includes deeded access in the site influence and property description. Remarks should indicate if the frontage is shared.
- K. No further counties will be added to the MLS database. If a listing occurs in a county not in the database use the county code “OT”.
- L. No further townships/lakes outside of the immediate sales area of Forest, Iron, Langlade, Lincoln, Oneida, Price, and Vilas counties will be entered into the MLS Database. Listings that occur outside the immediate sales area may have the townships entered with the correct county code and the township name of “Other”.
- M. Listings which occur in a non-listed county and non-listed township will be entered as “OT-Other”.
- N. If significant listings occur in an unmapped county the brokerage may file a written request with the GNMLS Board of Directors to include the county/township. Township/County additions are at the sole discretion of the GNMLS Board of Directors.
- O. Limited Service listings must be clearly designated by checking the LSL box in Broker load and a notation in the REALTOR® Remarks/SPAL field. A Limited Service Listing Disclosure form is to be included in the posted documents to REALTORS®.



- P. Exclusive Agency Listings must be clearly designated by checking the EA box in Broker load and a notation in REALTOR® Remarks/SPAL
- Q. Broker-owned or subscriber interest in property disclosure may be made in the Consumer Special Alert (CSPAL) field or the general Remarks field.
- R. Commission rate entered into the MLS must be the amount the brokerage will co-broke regardless of variance - commission variance info to be entered in REALTOR® Remarks or supporting documents section. Unless modified by a policy letter received prior to submitting an offer, commission co-broke rates entered in MLS are binding.
- S. Video streaming parameters are the same as with photos. No signage or branding will be allowed. Also, no references to the brokerage, broker or agent will be allowed within the video or audio.
- T. Lot size should not be 0 (zero) and should be as accurate as known. Width and depth may be zero for irregularly shaped lots.  
1. Lot size is 0 (zero) for a mobile home in park, business only, or other sales where no Real Estate is transferred.
- U. Check the appropriate box in closing information to indicate if there were Sellers' Concessions.
- V. In the Residential database square footage, room dimensions, and numbers of rooms may only be listed for the primary residence except that guest cottages or other building metrics may be listed in the General Remarks section.
- W. The room matrix is to have the room dimensions properly displayed, but if they are not known a minimum of an "x" must be used to designate the room and its location.

VII. Communications

- A. An updated copy of the current NAR approved GNMLS Bylaws, Rules & Regulations, and Policies & Procedures guide should be provided annually to each brokerage/branch office. It is the brokers' responsibility to keep the brokerage updated on any changes.
- B. Office and agent rosters are available within the MLS software and may not be provided by the MLS board offices.
- C. GNMLS minutes are to be made electronically available to all GNMLS participants upon board approval of the minutes. Preliminary GNMLS agendas will be made electronically available to all GNMLS participants prior to the Board meeting. They are subject to change.
- D. An annual report of the GNMLS Corporation shall be filed with the GNMLS Board of Directors in the first quarter of each fiscal year. This report shall include fiscal year-end financial statements, overview of operations, incoming MLS Directors and Officers, a compilation of previous fiscal year's agendas & minutes, and future prospects. An overview of the report is to be released to all GNMLS Participants.

**GNMLS Fee Schedule**

New Office Setup Charge	\$1000.00
Monthly MLS Base Access per subscriber	\$40.00
Late Payment Fee if not received by billing EOM	10%
Lockboxes	
New Office Setup Charge – REALTOR®	\$250.00
New Office Setup Charge – Appraiser	\$100.00
New/Replacement Access Card activation	\$10.00
Security Deposit – 1 <sup>st</sup> card	\$25.00
Security Deposit – 2 <sup>nd</sup> card	\$50.00
Monthly Access Service Fee – agents/brokers	\$0.00
Monthly Access Service Fee – assistants	\$7.00

\*\* Subject to limited availability Affiliate cards may be available to Wisconsin-licensed inspectors when sponsored by a GNMLS Participant at normal card fees + \$7/month billed to the sponsoring Participant.

## GNMLS Membership & Dues

Only a Wisconsin-licensed firm that holds REALTOR® membership may join our REALTOR®-owned MLS. Individual agents practicing under a broker may not join the MLS independently.

Steps and requirements to membership:

- REALTOR® member firm (brokerage or appraisal) with membership in any board of REALTORS® and licensed to practice in the state of Wisconsin
- Costs:
  - \$1000 initial fee per firm (sole proprietor, corporation, etc.)
  - \$40\* monthly per licensee
  - Subscriber fees assessed for ALL licensees at participating offices regardless of whether licensees choose to participate in the MLS unless an application for Subscriber fee waiver has been filed and granted
  - If firm has branch offices, those branches are not required to join (but can join without incurring additional \$1000 fee - just \$40 for each licensee at branch office)
  - Appraisal offices pay for a single subscriber
- All participating agents must attend MLS basic orientation at the Board office or be certified having completed off-site training materials within 60 days of MLS access (See Section 1.C.2 above for detail)
- Electronic lockbox program available optionally
- More details may be found in this document and in the GNMLS Brokerage Application

\* Fees are subject to change

\*\* Licensed in any state

\*\*\* GNMLS primary service area: Forest, Iron, Langlade, Lincoln, Oneida, Price & Vilas Counties in Wisconsin

## LISTING VIOLATION FINE SCHEDULE

<u>Violation</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Fourth Offense</u>
No Photo	Warning	\$25 per day beyond the 5 business days	\$100 plus \$25 per day beyond the 5 business days	Referral to C&C Committee
Late Listing Entry – no waiver filed	\$25 per day beyond the 5 business days.	Referral to C&C Committee	Referral to C&C Committee	Referral to C&C Committee
Failure to enter a listing status change	\$25 per day	Referral to C&C Committee	Referral to C&C Committee	Referral to C&C Committee Fine up to \$500
Misrepresentation of Listing Data	Warning	Fine up to \$500	Referral to C&C Committee Fine up to \$500	Referral to C&C Committee - Fine up to \$500
Using photos or description or narrative from another broker without permission	\$25.00 per day	Fine up to \$500	Referral to C & C Committee Fine up to \$500	Referral to C & C Committee. Fine up to \$500
Brokerage firm or agent named within remarks, comments, or other listing info	Warning	\$25	\$50	Referral to C&C Committee
Phone number in remarks, comments, or other listing info	Warning	\$25	\$50	Referral to C&C Committee
Internet URL or any identifier in remarks or comments fields	Warning	\$25	\$50	Referral to C&C Committee
Brokerage sign in photo	Warning	\$25	\$50	Referral to C&C Committee
Failure to cancel a listing or pro-rate sales price when a property is listed as both residential and commercial	Warning	\$25	\$100	Referral to C&C Committee – Fine up to \$500
Directions field containing non directional remarks	Warning	\$25	\$50	Referral to C&C Committee
Ineligible Listing entered into MLS	Warning	Referral to C&C Committee – Fine up to \$500	Referral to C&C Committee – Fine up to \$500	Referral to C&C Committee – Fine up to \$500

## Appendix A

### **Greater Northwoods Multiple Listing Service® SentiLock Lockbox System User Agreement**



Electronic lockboxes are part of GNMLS basic services. As of November 1, 2013 broker/agents are not charged an ongoing monthly service fee. All other fees remain in effect and cards for assistants, sponsored subagents, affiliates, or other authorized agents who do not pay normal monthly MLS dues will be charged monthly fees as per the fee schedule.

Participants / Subscribers who choose to utilize the electronic lock box system agree to the following terms of usage:

For the purpose of this agreement, the term 'Participant' or 'Broker' refers to the Designated REALTOR® and/or Appraiser who is responsible for payment of all MLS and/or lockbox system service fees. 'Agent' refers to licensed real estate salespersons and/or brokers whose license is registered with the Participant's firm. 'Affiliate' includes but is not limited to appraisers, office staff, inspectors, contractors or other legal entities so authorized by the Participant and GNMLS to enter into this agreement. 'Authorized User' encompasses all Participants, Agents, and Affiliates as defined above.

- 1. SMART CARD RECEIPT:** Participant and Authorized User will be provided a SentiLock Smart Card and card reader from GNMLS. GNMLS hereby acknowledges receipt of the sum of \$35.00 from HOLDER, which represents an activation fee of \$10.00 and deposit of \$25.00 for one Smart Card and one card reader.
- 2. TITLE TO SMART CARD:** Participant and Authorized User acknowledge that the Smart Card shall be the sole property of GNMLS and shall be returned as required by GNMLS.
- 3. CARD EXCHANGE BY SENTRILOCK OR GNMLS:** SentiLock may at its discretion require GNMLS to replace the Smart Cards used by GNMLS and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to GNMLS unless the exchange is necessary due to Customer negligence.
- 4. CURRENT UPDATE:** Authorized User acknowledges that the Smart Card has an update code that expires at regular intervals determined by GNMLS, prohibiting further use of the Smart Card until a new update is obtained from GNMLS by placing the Smart Card in an MLS card reader or by another authorized method.
- 5. TERM OF AGREEMENT:** The term of this Agreement, unless otherwise specified herein, is for one (1) year beginning on the date of execution of this Agreement and ends on the date the Authorized User terminates lockbox program or MLS membership with GNMLS and returns the Smart Card and card reader to GNMLS. If a written request for termination of service signed by the Participant is not received by GNMLS at least 30 days in advance of the anniversary of the date of execution, the Agreement will automatically renew for one (1) additional year from the anniversary date.
- 6. SERVICE FEES:** Participant agrees to commit him/herself and all Agents licensed by Participant's office or other Authorized Users as chosen by Participant to the terms of this agreement. Therefore,
  - a. Participant agrees to pay GNMLS a monthly user fee, as established by the GNMLS Board of Directors annually, for Participant and each Agent licensed with the Participant's office. This

fee is billed separate from and in addition to the MLS service fee on the monthly MLS statement.

- b. Participant may optionally request SentiCards and readers for Affiliates. Participant agrees to pay GNMLS a monthly user fee, as established by the GNMLS Board of Directors annually, for any Affiliates who will be provided an "Affiliate" or "Assistant" SentiCard and reader. This fee is billed separate from and in addition to the MLS service fee on the monthly MLS statement. "Affiliate" SentiCard allows holder to operate lockboxes, but will NOT allow holder to administer lockboxes. "Assistant" SentiCard allows holder to administer ONLY lockboxes that are owned by or assigned to a Participant or Agent who adds the Affiliate cardholder to his/her team in the management system.
- c. Service fee includes all applicable state and local sales tax for the service.
- d. No Participant or Agent will be required to use the lockboxes, SentiCard or other equipment associated with the lockbox service on their listed properties.

**7. AUTHORITY TO MODIFY RULES, FEES AND FINES:** GNMLS shall retain the right to modify the Sentrilock Authorized User Agreement, rules, user fees and fines associated with the GNMLS lockbox service, from time to time as deemed necessary by the Board of Directors of GNMLS.

**8. RETURN OF SMART CARD:** Participant and Authorized User agree to return the Smart Card within 48 hours of:

- a. Receipt of a request to do so by GNMLS or SentiLock,
- b. Termination of a Participant as a Participant in GNMLS,
- c. Termination of Authorized User's association with the said Participant for any reason,
- d. Failure of the Participant or Authorized User to perform in accordance with any terms and conditions herein set forth, including but not limited to the provisions for security in article (9).
- e. In the event of the death of the Participant/Authorized User, heirs or personal representatives will surrender the Smart Card to GNMLS, (For purposes of this paragraph, return of Smart Card key card means to be put in the possession of the Greater Northwoods MLS Office.)
- f. GNMLS will refund Participant \$25.00 upon return of active and functional Smart Cards and reader or \$50.00 for returned active and functional replacement Smart Cards and reader for which a \$50.00 deposit was paid to GNMLS by Participant as described in articles 10 and 13(1).

**9. SECURITY OF SMART CARDS:** Participant and Authorized User acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

- a. To keep the Smart Card in Authorized User's possession or in a safe place at all times.
- b. To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her personal identification number (PIN).
- c. TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER, NOR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
- d. To not duplicate the Smart Card or allow any person to do so.
- e. To not assign, transfer or pledge the rights of the Smart Card.
- f. To notify GNMLS immediately of loss or theft of Smart Card. The Participant and Authorized User shall sign and deliver a statement to GNMLS with respect to the circumstances surrounding the loss or theft. GNMLS shall charge a fine for the loss of a Smart Card.
- g. To follow all additional security procedures as specified by GNMLS.

**10. REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Authorized Users who:

- a. Have complied with this Agreement and the policies and procedures of GNMLS with respect to

the SentiLock system.

- b. Pay the fees listed in Article 13(k) to replace a Smart Card that is lost, stolen or damaged as determined by GNMLS. Normal wear and tear or defective cards, as determined by GNMLS, will be replaced by GNMLS at no cost.

#### **11. LOCKBOXES:**

- a. Participant will be issued a number of lockboxes determined by GNMLS to be 110% of the average 2011 monthly inventory of active GNMLS residential listings for the Participant's office, excluding commercial listings, land and lots. New Participants that have no GNMLS listings prior to January 1<sup>st</sup> 2012 will be issued lockboxes at a rate determined by GNMLS to be 110% of current active MLS residential listings or alternatively, at GNMLS discretion, at a rate of 10 lockboxes per Agent. Participant may allocate lockboxes among Agents at Participant discretion.
- b. Participant understands that the lockboxes are the property of GNMLS and that the Participant shall be responsible for the lockboxes. Participant assumes full responsibility for the cost of replacing lost or damaged lockboxes as determined by GNMLS.
- c. Lockboxes must be returned to GNMLS within 14 days upon termination of service for any reason. Failure to return said equipment shall result in the Participant being charged all costs associated with replacement of the equipment. If such costs and unpaid fees are not paid within 30 days of the billing date, GNMLS shall have the right to file suit against the Participant for the full amount due plus statutory interest, court costs, attorney's fees and other costs of litigation.
- d. Additional lockboxes acquired by GNMLS for distribution to Participants will be allocated to offices based upon the percentage of total GNMLS active residential listings as of the date of allocation (excluding commercial listings, lots and land) that are listed by the Participant's office.
- e. Additional lockboxes may be purchased through GNMLS by Participant offices at the current GNMLS acquisition price from SentiLock plus shipping and handling. These may be added to the online lockbox management system and are subject to all lockbox usage policies, with the exceptions of not being subject to reallocation or lost/damaged lockbox fees which would not apply to lockboxes that are not owned by GNMLS.

#### **12. LOCKBOX AUDIT:**

- a. GNMLS will periodically audit the lockbox inventory, and Participant agrees to respond within 30 days to requests for written certification of possession of GNMLS-owned lockboxes by the Participant or Agent.
- b. GNMLS may at its discretion request Participant to return lockboxes for redistribution or maintenance. Participant agrees to return lockboxes to GNMLS for reallocation or maintenance at Participant's expense within 14 days of receipt of request from GNMLS. Lockboxes provided to Participants will be delivered at the expense of GNMLS.

#### **13. FEES AND PENALTIES:**

- a. New Authorized Users, unless otherwise exempted in this agreement, are required to complete system training at a cost to Participant of \$25.00 per Authorized User, as scheduled by GNMLS, before receiving SentiCard and card reader.
- b. A deposit of \$25.00 for each SentiCard and reader plus an activation fee of \$10.00 will be billed to Participant for each Authorized User. If at the time of inventory, a card or reader is unaccounted for, or if a SentiCard holder is unable to demonstrate that the card or reader is within their physical control, then the SentiCard or reader will be considered unaccounted for and any funds on deposit will be forfeited to the Association.
- c. The Participant shall pay any fees associated with the Lockbox service by the end of the same calendar month as the billing statement.

- d. Service charges due to late payment shall be 10% of the total lockbox system dues for the unpaid statement, billable on the following monthly statement.
- e. Failure to pay any fee or service charge within one (1) month of the date due, and provided that at least ten (10) days notice has been given by GNMLS, the Service shall be suspended until all outstanding fees and service charges are paid in full.
- f. Three months of non-payment will result in the termination of membership in the lockbox program. Payment in full of all service charges and outstanding fees are required prior to reenrollment and new Participant activation and training fees will also apply.
- g. New Participant sales offices will, unless otherwise exempted herein, be charged an activation and training fee of \$250.00 and will receive a supply of lockboxes per the terms outlined in article 11 upon signing the approved Sentrilock Lockbox System Authorized User Agreement, pending approval by the GNMLS Board of Directors. The Participant office will also receive one group lockbox system training session conducted by GNMLS at no cost to the office within 30 days of enrollment as scheduled by GNMLS, which will coincide with delivery of the lockboxes, SmartCards and card readers. Authorized Users at Participant office who complete this training in its entirety will be exempted from the training fee in Article 13(a).
- h. New Appraisal or approved Affiliate offices will, unless otherwise exempted herein, be charged an activation and training fee of \$100.00 upon signing the approved Sentrilock Lockbox System Authorized User Agreement, pending approval by the GNMLS Board of Directors. No lockboxes will be issued to this office. The office will receive one group lockbox system training session conducted by GNMLS at no cost to the office within 30 days of enrollment as scheduled by GNMLS, which will coincide with the deliver of the SmartCard and card readers. Authorized Users at Participant office who complete this training in its entirety will be exempted from the training fee in Article 13(a).
- i. SentiCards may not be used by anyone other than the individual to whom the SentiCard has been assigned. Allowing anyone other than an authorized SentiCard cardholder to use their SentiCard may result in a fine not to exceed \$250.00 per incident.
- j. Any individual who shows a property containing a SentiLock Lockbox must call the listing agent's office and establish a showing appointment (unless specific instructions have been entered on the MLS system under agent remarks indicating no appointment is required). Failure to adhere to this requirement may result in a fine not to exceed \$100.00 per incident.
- k. Loss of the SentiCard will result in a fine of \$10.00 plus a deposit of \$50.00 for the first replacement SentiCard and each subsequent SentiCard issued.
- l. Additional or replacement card readers may be purchased at a cost of \$25.00 plus shipping and handling to the Authorized User.
- m. A defective SentiCard or reader will be replaced by GNMLS at no cost provided that the defective SentiCard or reader is returned to the Association office and verified to be defective.
- n. Failure to appropriately protect the SentiLock lockbox will result in an assessment equal to the total cost of repairing or replacing the SentiLock lockbox. There will be a charge of \$99.00 for each lost or stolen lockbox. If a lost lockbox is found in working condition within 180 days of payment for the lost box, the \$99.00 fee less a 10% restocking fee will be refunded. If there is an extenuating circumstance in the loss of the lockbox, the member may make a written appeal to the Greater Northwoods Multiple Listing Service for consideration of the above charges.
- o. Failure to retrieve a SentiLock Lockbox within five (5) days from a no longer active listing which has been placed in the MLS as an active listing by a different office may result in a fine not to exceed \$100.00 per incident.
- p. Placement by an Authorized User of a lockbox on a seller's property without prior written consent from the seller may result in a fine not to exceed \$100.00 per incident.

#### **14. LOCKBOX REVIEW COMMITTEE:**

- a. Participant and Authorized User shall submit to a disciplinary tribunal of GNMLS in the event



either is accused of a breach of GNMLS policies relating to the lockbox system.

- b. The tribunal will be a Lockbox Review Committee consisting of members from the Professional Standards Board who are not directly involved in the disciplinary hearing, and shall conduct all tribunals in accordance with the Bylaws and Rules of GNMLS.
- c. All such tribunals shall have at their disposal every sanction available to them under GNMLS policies, including forfeiture of the Subscriber's SentiCard and/or withdrawal of Participant's and Authorized User's rights to possess a SentiCard.
- d. In cases of significant breach of GNMLS policies, a disciplinary tribunal may revoke all the SentiCards in a Participant's office, not just the one issued under this agreement. The fees and fines for violations listed in Section 13 - Fees and Penalties shall be levied and assessed by the MLS Coordinator of GNMLS.

**15. DISCIPLINARY ACTION:** Participant and Authorized User agree to be subject to the disciplinary rules and procedures of the (MLS) Professional Standards Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of the Smart Card and the Participant's or Authorized User's right to be issued a Smart Card.

**16. INDEMNIFICATION:** Participant and Authorized User agree to indemnify and hold GNMLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against GNMLS resulting from loss, use or misuse of the SentiLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by Participant and/or Authorized User as a result of damage to property or injury to persons arising out of entry by any person into any premises by use of the SentiLock System.

**17. REIMBURSEMENT:** Participant and Authorized User agree that, in the event that GNMLS shall prevail in any legal action brought by or against the Participant/Authorized User to enforce the terms of this Agreement, the Participant/Authorized User as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules GNMLS may be entitled.

**18. GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of Wisconsin, and venue shall be the county in which the Participant and/or Authorized User reside.

**19. PARTIAL INVALIDITY:** If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

**20. DISCLOSURE TO CLIENTS:** The listing Participant or Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before a listing is input into GNMLS, reflecting that a lockbox has been authorized by seller. Participant or Agent agrees to provide a copy of the seller Lockbox Authorization Addendum within two (2) business days if so requested by GNMLS.

**21. PARTICIPANT'S RESPONSIBILITIES:**

- a. Participant warrants that Participant is a licensed real estate broker or appraiser and is an active Participant of the Greater Northwoods® Multiple Listing Service in good standing.
- b. Participant warrants that Agent as defined above possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate.
- c. Participant warrants that Affiliate as defined above is a licensed or certified real estate appraiser or office staff member affiliated with GNMLS Participant, or has otherwise been pre-approved as an Authorized User by GNMLS.

- d. Participant agrees to enforce the terms of the Agreement with respect to any Authorized User associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of disassociation with Authorized User.
- e. Participant agrees to notify GNMLS immediately, in writing, should the Participant or Authorized User terminate their relationship or should an Agent's license be transferred.
- f. Participant agrees to notify GNMLS immediately, in writing, should the Participant or Authorized User be convicted of a felony.
- g. Participant agrees to notify GNMLS immediately, in writing, should Participant or Authorized User be convicted of a misdemeanor, if the misdemeanor relates to the real estate business or puts clients, customers, or other real estate professionals at risk.
- h. Participant agrees to take all responsible means to obtain Authorized User's SmartCard or cause Authorized User to return SmartCard to GNMLS. The Participant will continue to be charged a service fee for the disassociated Authorized User until the next billing cycle after the card is returned. If an Authorized User does not return the SmartCard, Participant agrees to furnish GNMLS with copies of written correspondence of all attempts made to obtain said SmartCard.
- i. Participant agrees that he/she is jointly and severally liable, together with the Authorized User, for all duties, responsibilities and undertakings of the Authorized User under this agreement and understands that failure to follow the provisions of the SentiLock Lockbox System User Agreement may result in the loss of GNMLS SmartCard privileges and, further, could cause GNMLS to recall all SmartCards issued to the Participant and the Participant's Authorized Users.

**22. ADDITIONAL CONDITIONS SET FORTH ON THE FIRST THROUGH FIFTH PAGES HEREOF AND ANY ATTACHED ADDENDA ARE PART OF THIS AGREEMENT.**

This written contract expresses the entire agreement between Participants, Agents or Affiliates and GNMLS with respect to SentiLock SmartCards, card readers, and electronic lockboxes provided by GNMLS. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant or Agent.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
of The Greater Northwoods® Multiple Listing Service

\_\_\_\_\_  
Participant (Broker)

\_\_\_\_\_  
Authorized User

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Authorized User Signature

\_\_\_\_\_  
SentiCard Serial #

\_\_\_\_\_  
Card Reader Serial #

## **Addendum A**

The following additional terms are applicable for all Participants, offices and Authorized Users who enroll in the GNMLS lockbox program prior to May 1<sup>st</sup> 2012:

**A1. TERM OF AGREEMENT:** Participant agrees to maintain active participation in the lockbox program for all Authorized Users enrolled by virtue of association with the Participant's office for a period of at least 24 months from the date of enrollment.

**A2. FEES AND PENALTIES:**

- a. Authorized Users who are active MLS subscribers upon enrollment will have the monthly lockbox system user fee in Article 6 waived through April 30<sup>th</sup> 2013. Authorized Users who are non-subscribers to the MLS will be billed a fixed monthly user fee, as determined by GNMLS annually, from the date of enrollment.
- b. Authorized Users will have the training fee in Article 13(a) waived for training attended prior to June 8<sup>th</sup> 2012. If Authorized User attends training after June 8<sup>th</sup> 2012, training fee listed in 13(a) will be billed to Participant.
- c. Participant office is exempt from the sales, appraiser and/or affiliate office activation fee in Articles 13(g) and 13(h) for as long as the Participant office remains enrolled and active in both the lockbox program and MLS. Aforementioned fees may be billed by GNMLS upon reactivation if Participant office cancels lockbox or MLS service, or is suspended for any reason.

## **Addendum B**

The following additional terms are applicable for all Participants, offices and Authorized Users who enroll in the GNMLS lockbox program between May 1<sup>st</sup> 2012 and April 30<sup>th</sup> 2013:

**B1: TERM OF AGREEMENT:** Participant agrees to maintain active participation in the lockbox program for all Authorized Users enrolled by virtue of association with the Participant's office for a period of at least 24 months from the date of enrollment.

**B2. FEES AND PENALTIES:**

- a. Authorized Users who are active MLS subscribers upon enrollment will have the monthly lockbox system user fee in Article 6 waived through April 30<sup>th</sup> 2013. Authorized Users who are non-subscribers to the MLS will be billed a fixed monthly user fee, as determined by GNMLS annually, from the date of enrollment.
- b. Authorized Users will have the training fee in Article 13(a) waived for training attended prior to June 8<sup>th</sup> 2012. If Authorized User attends training after June 8<sup>th</sup> 2012, training fee listed in 13(a) will be billed to Participant.

## Definitions – Appendix B

### Property Type

- **Single Family Detached:** refers to habitable single-family homes and the land they sit on. This should not be used when no real property (land) is being offered for sale. A single family detached unit is permanently affixed to the real property (land) that is offered for sale. Title and construction may vary, but it is not a travel trailer (DOT- ANSI A119.5) or building that does not contain complete living quarters and is required to meet local building/housing codes. It must include the land beneath the structure. It has no shared walls and includes individual ownership of land. (Exception for long-term tribal lease).
- **Condominium:** form of real estate ownership governed by Wisconsin state statute in which individual residents hold a deed and title to their houses or apartments and may pay a maintenance fee to a management company for the upkeep of common property such as grounds, lobbies, and elevators as well as for other amenities. Condominium owners pay real estate taxes on their units and can mortgage, sublet, or sell as they wish. A condominium declaration and plat must be recorded in order to establish a condominium in Wisconsin. If there is a recorded condominium declaration and plat, it is a condominium. If there is not, the property cannot be a condominium. Refer to WRA Broker Supervision Newsletter, August 2007.
  - All Condominium properties may be shown as Condominium or other Property Type, ie. Single Family Detached, Land.
  - Condominiums must always have Title noted as Condominium, condo fees reported, condo docs included in the documents section and the legal description should name the official condominium plat.
- **Duplex:** A duplex is a structure that contains two separate dwelling units with separate entrances, kitchens, bedrooms, bathrooms and living spaces. In a duplex, the two dwelling units may be either one above the other or side by side with a common wall and roof.
- **Farm:** Acreage being used to grow crops or raise animals. A farm may or may not include buildings and living quarters.
- **Half Duplex:** A duplex with individual ownership of each duplex unit. Local zoning must permit two zero-lot line properties.
- **Manufactured/Mobile Home:** Dwelling unit that conforms only to HUD codes rather than local building codes or a pre June 15, 1976 mobile home. On a manufactured home a HUD tag should be found and this property is defined by Wis Stats., sec. 101.91(2) as: a structure that is designed to be used as a dwelling with or without a permanent foundation and that is certified by the federal department of housing and urban development as complying with the standards established under 42 USC 5401 to 5425 and includes any additions, annexes, foundations and appurtenances. A manufactured home sold on the land it sits on may be entered as a SFD, provided the construction is noted as manufactured home. A manufactured home is a minimum 400 square feet. A

travel trailer (DOT- ANSI A119.5) is only personal property and may not be listed as a Manufactured/Mobile Home.

- Listing a manufactured/mobile in a park on rented land: Property type must be Manufactured/Mobile Home; legal description = No real estate, Title = Lot Rental; Lot size = 0; Monthly Fees = \$ (monthly lot rental). Consumer and REALTOR® remarks should note Personal property only – no real estate transferred or No real estate included in transaction. Sales of manufactured homes requires a separate Wisconsin broker/sales license for a broker to sell more than one (1) annually.
- **Townhouse:** Shared walls, includes ownership of land under it and undivided interest in common real property
- **Triplex/Fourplex:** Multifamily building similar to duplex, but with three or four units. Any buildings with more than four living units are commercial properties by Wisconsin definition and should not be in the Residential database.
- **Lots/Acreage:** Land typically has no structures attached to either a permanent foundation and/or in-ground plumbing. May include travel trailer, garage, pole building or other structures not intended for year-round living or living quarters to be razed. If any buildings are included they should be noted and described in remarks and in photos. Property with reasonable living quarters other than a travel trailer or similar, even if they are “off the grid” but are designed for full-time use should NOT be listed as lots/acreage.

### **Construction:**

**Modular:** Home is constructed on site from two or more modules. These homes must conform to local building code rather than Federal HUD codes. They are set on a permanent foundation or basement and do not have (never had) axles or a tongue for transport.

**Manufactured:** These homes include a HUD manufacturing tag and conform to HUD building codes. The home must be a minimum 40 feet long, connected to utilities and constructed for intended year-round living. They may or may not have a permanent foundation and are transported to the site on steel chassis that is never removed. Includes any attachments or appurtenances that may have been added.

A Manufactured home in a mobile home park is defined as a manufactured or mobile home not set on a permanent foundation and the land under it is not included in the sale. Such a home is personal property and not real estate, which is defined as land and improvements permanently affixed to it.

**Travel Trailer:** This is licensed by the Department of Transportation, has an ANSI A119.5 tag, is less than 40 feet long or less than 400 sq ft and/or is generally movable and not designed for year-round living in our climate. Travel trailers are personal property and not real estate. Park models with ANSI tags are travel trailers. They may be listed as “Other” construction type.

**Adjacent:** may or may not imply contact but always implies absence of anything of the same kind in between <a house with an adjacent garage>.

**Adjoining:** implies meeting and touching at some point or line <had adjoining rooms at the hotel>.

**Arms Length vs. Non-arms length:** An Arms length sale occurs when two strangers are involved in the transaction, acting independently and have no relation to one another. With no personal interest in the relationships between parties it can be assumed the transaction will be fair and equitable to all parties. Neither holds power over the other and it is an open-market sale. The property must have been on the open market or a period of time typical of the turnover time for that property type. Both buyer and seller must be knowledgeable about the real estate market and the uses (present and potential) of the property. Payment for the property must be in cash, or typical of normal financing and payment arrangements for the property type.

A Non-arms length sale occurs when the buyer and seller are not on equal terms or relationships exist between parties involved in the transaction. Examples include such cases as property sold between related parties or the listing broker/agent related to the seller, or the listing agent employed by the seller, etc. Other examples include correction deeds and delinquent tax sales. After open marketing the sale may change to a non-arms length sale, ie. the buyer is related to the listing agent/broker, the buyer has some relationship with the seller or their representation. (<https://www.revenue.wi.gov/Pages/ERETR/data-home.aspx>)

**Bedroom:**

- First check your local building codes.
- The room needs to be a minimum 70 square feet.
- It should have a window with a sill not more than 44 inches (HUD/FHA) from the floor or a door to the outside.
- The clear opening of the window should be a minimum 20x24 inches. May depend on when the home was constructed.
- The room needs to be finished to a level comparable to the other finished rooms (ie. flooring, wall coverings, ceilings, etc.)
- The Room should either have a closet or be large enough for a wardrobe.
- A minimum 2 exits must be readily available (from the room and from the building level)
- The septic system needs to be sized for the correct number of bedrooms. (Undersized septic must be disclosed or the bedroom count reduced)
- A walk-through bedroom (a room off another bedroom with no other access) can be included in square footage fields but not counted as a bedroom.
- For ventilation and light the glazed (glass) area should equal at least 8% of the net floor area (UDC-SPS 321.05)

Wisconsin Administrative Codes Safety and Professional Services 321.02, May-2016 (see pages 5-6, 9)

**Branch office:** A branch office of a firm which qualifies for Participation in the MLS must meet both the requirement of actively endeavoring to list and/or sell real estate as a REALTOR® per GNMLS by-laws and must be a fixed, physical location, other than the main office; where business is conducted, records are kept and clients/customers may meet with the REALTOR®. To be considered a separate branch office it may not be located in the same building or complex as the home office.

**Buyer credits:** Value of credits given to buyer, such as taxes prorated or credit for a new roof or closing costs.

**Co-exclusive:** A listing contract signed by seller(s) and a single REALTOR®, though multiple contracts may run simultaneously. The seller(s) may owe more than one commission. ie. property co-owned by two people may wish to list with different brokers, though each would be responsible for paying commissions due their broker. Only 1 listing may appear in the MLS. In addition co-exclusive contracts may be used simultaneously to offer different rights ie. an

exclusive right to sell contract with one broker and an exclusive right to lease with another broker.

**Co-listing:** A single contract signed by seller(s) and multiple REALTORS® where the commission will be divided in some way among the signing REALTORS®.

**Commission:** A commission must be offered to qualify for MLS entry. Variable commissions are not allowable under NAR rules, though a variable could be agreed to by the parties using a bilateral policy letter. The commission offered in MLS is an offer to any GNMLS subscriber and may be modified by policy letter to cooperating firms, as long as the policy letter is communicated before an offer to purchase is produced. Compensation offered by either MLS entry or a unilateral policy letter may only be shown as a percentage of the gross sales price or as a definite dollar amount. WRA LU02.01

**Commission Buyer:** The percent of gross sale or fixed dollar amount offered to a licensee who is a GNMLS subscriber and procures a buyer while acting as an agent to the buyer(s). No other value formulas are allowed under NAR rules.

**Commission Seller:** The percent of gross sale or fixed dollar amount offered to a licensee who is a GNMLS subscriber and procures a buyer while acting as a subagent to the listing broker. No other value formulas are allowed under NAR rules.

**Condominium:** form of real estate ownership in which individual residents hold a deed and title to their houses or apartments and may pay a maintenance fee to a management company for the upkeep of common property such as grounds, lobbies, and elevators as well as for other amenities. Condominium owners pay real estate taxes on their units and can mortgage, sublet, or sell as they wish. A condominium declaration and plat must be recorded in order to establish a condominium in Wisconsin. If there is a recorded condominium declaration and plat, it is a condominium. If there is not, the property cannot be a condominium. Refer to WRA Broker Supervision Newsletter, August 2007.

**Title Field** is required to include Condominium for ALL condo properties (it may also include fee simple or another title type). The official name of the condominium association should be shown in the legal description and the beginning of the remarks. The condo fees should be disclosed and condo documents included. If the lot size or lake frontage listed includes common area the remarks should indicate that it is shared frontage and acreage.

**Deeded Access:** the non-riparian's property deed grants ingress/egress access to the waterfront over the land owned by the riparian. This is not an ownership stake.

**Exclusive:** excluding all others. A listing contract is considered exclusive if it grants specific rights to market, offer cooperating compensation, present offers and sell real property to a single brokerage firm for a specified time.

**Foreclosure:** Property has been through foreclosure process and is now owned by a lending company.

Foreclosure is a process that transfers the right of home ownership from the homeowner to the bank or lender. A home goes into foreclosure when the owner defaults on his mortgage loan payments. Once a homeowner receives a notice of default, they'll usually have 2 - 3 months to make payments before the bank officially forecloses on the home.

#### **The Foreclosure Process**

1. Once a borrower falls two payments or 60 days behind on his monthly mortgage payments, the lender will issue a notice of default, the first step of the foreclosure process. At this point, the homeowner may try to sell the home as a short sale if they owe more on the mortgage than the home is worth. This requires the approval of all lien holders on the mortgage.
2. If the short sale fails, the lender will appoint a trustee to sell the home at a public auction to an all-cash buyer. If the home doesn't sell at auction, the lien holders are may be paid off through private mortgage insurance payments if the homeowner paid insurance as



part of his monthly mortgage payment. If he didn't have mortgage insurance, the secondary lien holders end up taking a loss on their investment.

3. Finally, the lender with the primary mortgage on the home becomes the sole lien. The lender's bank usually hires a real estate agent to list the home in the Multiple Listing Service (MLS). Foreclosures listed in the MLS are easier to buy than short sales because there is only one lien holder, the bank; whereas with short sales, multiple lenders may need to approve of the sale.

**Real Estate:** land and improvements permanently affixed to the land.

**Riparian:** Wis statutes 30.134 says Riparian means the owner, lessee or occupant of land that abuts a navigable body of water.

**Roughed in bathroom:** A roughed in bathroom has walls studded, electrical wiring and boxes installed for outlets, and lights and the ductwork installed. All DWV pipes are in the walls/floor and capped ready for fixture attachment. It does not have the walls covered with drywall or paneling, ceiling or flooring installed which would conceal the work from rough-in inspection.

**Roughed in bedroom:** A roughed in bedroom has walls studded, electrical wiring and boxes installed for outlets, and lights and the ductwork installed. It does not have the walls covered with drywall or paneling, ceiling or flooring installed which would conceal the work from rough-in inspection.

**Seasonal:** Does not comply with local ordinances for year-round occupation

**Separate Living Quarters or Apartment:** Must include a kitchen and bath.

**Seller concessions:** Value seller gives to the buyer, such as assisting in closing costs or new carpet allowance.

**Seller credits:** Value of credits given to seller, such as new septic installed by seller, or propane tank.

**Status of MLS listing:**

Active (Green) – Listing is currently active with no accepted offers OR has accepted offer AND a bump clause written into the offer AND special REALTOR® Remarks notation that the listing “has accepted offer with bump clause”.

Active O/C (Olive) – Listing has an accepted Offer with Contingencies - not all satisfied.

Canceled (Gray) – Listing was canceled prior to normal expiration date. Probably with a Cancellation and Mutual Release signed by all parties.

Expired (White) – Listing contract has expired per contract. May have been expired early by amendment.

Hold (Light Blue) – Listing is under contract but the listing has been placed on Hold and is not available for showings or active marketing.

Pending (Yellow) – Listing is under contract to be sold, all contingencies are satisfied. It has not closed yet, but is contractually sold.

Sold (Red) – Listing has closed, value exchanged and title transferred. Mark immediately following the closing.

**Stories: 1.5 vs 2, etc.** In a 2-story house the second level will have flat ceilings all the way to the vertical, full-height exterior walls. In a 1-½ story house there will likely be a gable end and perhaps dormers, but the ceiling rafters will be pitched like the roof line and the rafters will rest on the floor joists or at a kneewall.

**Stubbed in bathroom:** A stubbed in bathroom has piping through the floor. It may or may not have walls studded in but would not have plumbing and electrical installed in the walls.

**Variable (or Dual) Rate Commission:** arrangement in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different

commission if the sale/lease results through the efforts of a seller/landlord. Must be disclosed in the MLS. Must disclose the differential to inquiring brokers. Buyer representatives must disclose the differential to clients before the client makes an offer to purchase or lease.

**Year Round:** Complies with local ordinances for year-round occupation.

**Zero-lot line:** In a zero-lot line property, each owner owns one lot and the dwelling unit that sits upon that lot, with a common wall separating the two units placed above the lot line that is straddled by the duplex. In a zero-lot line property, each owner is responsible for the care and upkeep of his or her lot and the portion of the duplex structure resting thereon.

**APPLICATION FORM FOR WAIVER OF GREATER NORTHWOODS MLS SUBSCRIBER FEES FOR AFFILIATED LICENSED REALTORS® OR APPRAISERS**

Per Section II.A of the GNMLS Policies & Procedures, the individual(s) named in Appendix C, Exhibit A (“Waiver Applicant(s)”) shall be exempt from payment of the Greater Northwoods Multiple Listing Service, Inc. (“GNMLS”) MLS Subscriber fee so long as such Waiver Applicant(s) currently satisfies and continues to satisfy ALL of the following requirements:

1. Waiver Applicant is NOT a listing agent for any active listing included in the MLS;
2. Waiver Applicant does NOT possess, control, or use a lockbox key to enter, view, or show any property that is listed in the MLS;
3. Waiver Applicant does NOT directly or indirectly access or use in any manner whatsoever the listing information stored in the MLS. Such access and use includes, but is not limited to, direct access to or use of the MLS and the use of the other devices or services provided by the MLS or its affiliated or licensed vendors or suppliers, that permit access to and use of any listing information from the MLS; and
4. Waiver Applicant does NOT use, directly or indirectly, in any manner whatsoever information from the MLS to list properties for sale or lease, to identify or locate properties for any potential buyers or lessees, and does not participate in listing or sales activity requiring licensure for any properties listed in the MLS.

**CERTIFICATION BY WAIVER APPLICANT’S MLS PARTICIPANT / DESIGNATED BROKER**

I certify that the Waiver Applicant(s) named herein on Exhibit A is/are affiliated with me and meet ALL of the above requirements, and therefore is/are eligible for a waiver of each Waiver Applicant’s MLS Subscriber fee. I understand that I will need to supply an additional signed Exhibit A for any future Waiver Applicants. Further, I agree to notify GNMLS within 10 calendar days if any Waiver Applicant remains affiliated with me but has become ineligible for a waiver of the fee. Simultaneously with such notice to GNMLS, I will either (i) sever the agent from this office, or (ii) inform the agent that said agent must subscribe to GNMLS within 3 business days of the notification to GNMLS. Such affirmative notice to GNMLS, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall therefore not incur the penalties described below.

I understand that any violation of the conditions of this waiver will result in automatic revocation of this waiver for the individual Waiver Applicant. I agree to pay any and all MLS Subscriber fees, retroactive to the beginning of the current billing year (October 1), plus a \$250.00 non-compliance fee for each Waiver Applicant that has had his or her waiver revoked, within 10 calendar days after the Waiver Applicant becomes ineligible for a waiver of the MLS Subscriber fee. I acknowledge that non-payment of the fee(s), by the due date, as indicated on the associated invoice from GNMLS, will result in the MLS access for myself and all Subscribers associated under my GNMLS participation being suspended until such time as all fees have been satisfied.

\_\_\_\_\_  
Signature of MLS Participant / Designated Broker      Printed Name of MLS Participant / Designated Broker      Date

\_\_\_\_\_  
Print Company Name      Office Broker Code

EMAIL APPLICATIONS TO: NORTHWOODSREALTORS@GMAIL.COM	FAX APPLICATIONS TO: (888) 399-2118 ATTN: MLS	MAIL APPLICATIONS TO: GNMLS PO BOX 377 WOODRUFF, WI 54568
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A waiver becomes effective immediately upon receipt and processing by GNMLS of a properly completed application form provided the Applicant satisfies all requirements listed above. Approved waivers shall remain in effect until the applicant becomes an active subscriber, changes brokerages, or subsequently fails to satisfy any of the waiver requirements. Applicant will be notified by GNMLS if this application is not approved.

**EXHIBIT A**

The undersigned Waiver Applicant(s) hereby acknowledge receipt of this Waiver Application Form from their Participant/Designated Broker and understand that any change to their waiver eligibility as defined herein must be communicated immediately to his or her Participant/Designated Broker. Waiver Applicant further acknowledges that non-compliance with the terms of the waiver and its notification provisions will result in the Participant/Designated Broker incurring Subscriber fees and a non-compliance fee on their behalf.

Participant/Designated Broker certifies that the following real estate and appraiser licensees meet all the requirements for receiving an GNMLS MLS fee waiver as described herein:

(This form must be filled out fully and signed by each Waiver Applicant. GNMLS will email the Participant with "Approved" or "Denied" confirmation

						<u><i>GNMLS INTERNAL USE ONLY</i></u>	
	<b>Applicant Name</b>	<b>Applicant Signature</b>	<b>Real Estate License. #</b>	<b>Previous GNMLS ID # (if applicable)</b>	<b>Date of Application</b>	<b>Approved/Denied Date</b>	
1.							
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10.							

Attach additional sheets as necessary.

\_\_\_\_\_  
Signature of MLS Participant / Designated Broker      Printed Name of MLS Participant / Designated Broker      Date

\_\_\_\_\_  
Print Company Name      Office Broker Code