

POLICIES & PROCEDURES

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

Contact **GNMLS Coordinator (Victoria Murray)** with questions pertaining to the following:

- Changes to your personal or office information in MLS system
- Adding your agent photo to Xposure
- Assistance with Listing Maintenance or photos
- Questions on how to use a particular feature in Xposure
- Non-member listing 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
- Questions regarding MLS bylaws
- Inclusion in the MLS board meeting agenda
- MLS Membership
- Broker requests for MLS board documents
- Victoria can be reached at: victoria@northwoodsrealtors.org or 715-356-9189

Contact **GNMLS Business Operations (Lon Fisk)** for issues pertaining to the following:

- Billing, Invoicing, or Payment questions
- Data Administration
- Vendor Contract Management
- Lon is part-time, so the best way to reach him is via email: lon@northwoodsrealtors.org

Contact **NWAR Association Executive (Matt Seegert)** with questions pertaining to the following:

- Questions regarding Governance Procedures
- Professional Standards and Ethics violation filings
- Continuing Education
- Requests for Arbitration
- NWAR Membership Information
- Events and gatherings
- Matt can be reached at: matt@northwoodsrealtors.org or 715-356-3400

Contact **RealtyServer** (support@realtyserver.com or 250-586-1338) for any technical issues related to the Xposure platform (i.e. MLS).

Have a computer problem that's not related to our MLS system (or affiliated software)?
Call the **Tech Helpline** at 888-804-8225. This is available *free* to NWAR members only.

- If you call tech support, please be at your computer and have the following info available:
 - Operating system (Windows 11, MacOS, etc.)
 - Browser and version – Internet Explorer, Edge, Firefox, Chrome, Safari, etc.
 - Type of internet connection - DSL, Cable, or Satellite
 - Clear description of the problem you are having (screenshots may help!)
 - What system and what version you are experiencing trouble with

The following Policies & Procedures are designed to guide GNMLS subscribers with day-to-day operations in the use of the MLS and establish an understanding of proper conduct of their GNMLS 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 & Procedures and the current Handbook on Multiple Listing Policy of the National Association of REALTORS® (NAR), 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.

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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.

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.

REQUIREMENTS FOR MEMBERSHIP:

- REALTOR® member firm (brokerage or appraisal) has membership in any board of REALTORS® and holds an active license to practice in the state of Wisconsin.
- Subject to limited availability, Affiliate access may be available to Wisconsin-licensed inspectors when sponsored by a GNMLS Participant for \$7/month (billed to the sponsoring Participant).
- Located within the GNMLS Primary Service Area – Wisconsin counties of: Forest, Iron, Langlade, Lincoln, Oneida, Price & Vilas.

COSTS:

- \$1,000 initial fee per firm (sole proprietor, corporation, etc.)
- \$40 monthly per licensee
- Subscriber fees are 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 (see Appendix B).
- If firm has branch offices, those branches are not required to join (but can join without incurring additional \$1,000 fee - just \$40 for each licensee at branch office).
- Appraisal offices pay for a single subscriber.
- Fees are subject to change.

GNMLS FEE SCHEDULE	
New Office Setup Charge	\$1,000
Monthly MLS Base Access per subscriber	\$40
Late Payment Fee if not received by billing EOM	10%
ELECTRONIC LOCKBOX PROGRAM (optional)	
New Office Setup Charge – REALTOR®	\$250
New Office Setup Charge – Appraiser	\$100
Monthly Access Service Fee – agents/brokers	\$0
Monthly Access Service Fee – assistants	\$7

B. PARTICIPANTS

- 1) A branch office must have the same identity of ownership and same GNMLS Participant as the principal/primary office. Branch offices are not subject to the membership application fee, and any agents based at that branch office who subscribe to another MLS and adhere to all waiver conditions may apply for GNMLS fee waivers in accordance with the GNMLS waiver policy (Appendix B). 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. To be considered a separate branch office may not be located in the same building or complex as the main office. An agent's home office cannot be considered a branch office unless it is the Participant's 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.

B. 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 (DSPS) 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.

C. 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 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 an 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 B 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 5th of each month. All fees are due by the last day of the month preceding the service month. Payment postmarked after the 30th day of the month will be assessed a 10% service charge.
- C. Users or Participants joining after the 22nd 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.
 - 1) EX: 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.
 - 2) EX: 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 \$1,000 fee would be required.
- G. There are no partial refunds of monthly service fees. If a subscriber termination is received prior to the 1st of the month, the Participant will receive a credit if the payment for service has been received in advance (per the Policies & Procedures). GNMLS does not credit 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 per office regardless of the number of appraisers working for the firm.
- I. The GNMLS Board Office will assess fees for scanning and entering photos: One photo entry=\$10; multiple photos=\$25.
- J. The GNMLS Board Office will assess a \$30 fee for entering member listings and non-member sold listings into the GNMLS database.

- K. IDX data is available to Subscribers via the CoreLogic Trestle distribution platform at no charge from GNMLS. Technical support is not provided by GNMLS. Data may also be licensed to third parties according to current GNMLS licensing policies and fees. A firm may separately receive a data feed, including all statuses of their own listings, at a monthly fee to GNMLS of \$10.

III. FINES

- A. The citation schedule for violations of the Rules & Regulations of the MLS within any calendar year (the previous 12 months) is: \$50 1st offense, \$100 2nd offense, \$250 3rd offense, \$500 4th offense. Repeated violations of MLS rules will require remedial training.

The citation schedule for violations of the Policies & Procedures is the same unless otherwise shown. All offenses and citations are per firm. Any citation may be satisfied by remedial training at the Board offices of at least 4 hours to include the Participant and offending Subscriber. First violations of a specific rule or policy will receive a warning and if corrected within 24 hours, no fine is issued. Subsequent offenses of the same rule or policy are counted as additional violations, whether or not a fine was issued. Any total of 4 or more violations by the firm over the previous 12 months will result in a \$500 fine to the firm or will require remedial training. Continued violations will be brought to the MLS Board who will make a determination for remediation which may be in the form of education, service to the GNMLS, fines not to exceed \$2,500 per offense, suspension of membership, and/or termination of membership.

Fines to be donated to charities as chosen by the GNMLS Board of Directors. MLS Staff may correct violations of the MLS policies. The Broker will be notified of the violation and given 24 hours to correct the problem. If the problem is not corrected in the time frame given, the MLS Staff may correct the problem to the best of their ability. If the fine is not paid within the time allotted for bills due to MLS, MLS services will be interrupted.

- B. Violation of 2024 NAR Settlement terms (effective Oct 1, 2024): Any posting of compensation/ commission information on the MLS system or MLS supplied products is a violation of the terms. Failure to obtain a proper written agreement prior to touring a home is a violation of the terms. See section V.F. below. Requested copies of documents must be provided to the MLS office within 3 days. Consumer complaints must be signed by the consumer to be acted upon. Fines must be paid within 7 days of issuance, or the agent will be suspended.

- 1) 1st offense = \$500 fine to agent and \$500 fine to broker
- 2) 2nd offense = \$1,000 fine to agent and \$500 fine to broker
- 3) 3rd offense = 60-day suspension of the agent and \$1,000 fine to broker
- 4) 4th offense = termination of the agent and \$2,000 fine to broker

- C. Any listing that is entered into the MLS must be entered into the GNMLS database prior to any public marketing outside of the Firm and/or inquiries being solicited from non-customers or clients. Excluding a property from GNMLS entry does not negate an agent's responsibility to cooperate with fellow REALTORS®, though this may be evidence of external marketing. This policy not only applies to actions taken by MLS Participants &/or Subscribers, but also to any advertising actions taken by the Seller(s) or other parties.

Listing agents with Sellers choosing an option on Addendum LMO (Listing Marketing Options) other than Active must file an executed copy of Addendum LMO with the GNMLS (MLS@NorthwoodsRealtors.org) within 5 business days of the contract becoming effective (or immediately if public marketing has occurred).

For failure to comply with any of these requirements, the Listing Firm may be assessed a fine: \$50 1st offense; \$100 2nd offense; \$250 3rd offense; \$500 4th offense. All offenses and fines are assessed per Firm (rather than per Subscriber).

- D. If a listing is NOT publicly advertised, it must be entered into the GNMLS database within 5 business days. All new listings not submitted within 5 business days are subject to a \$25.00/day fine imposed on the Participant. All new listings eligible for entry in GNMLS must be entered within 5 business days of the listing contract becoming valid. The date of the last signature is a grace day (day 0) and does not count as the first business day. Only after a listing is entered into the GNMLS database may marketing to the public (sign, email blasts, website, social media etc.) commence.

Required vs Optional Entry: All listings located in the GNMLS service area of Forest, Iron, Langlade, Lincoln, Oneida, Price and Vilas Counties are required to be entered into the GNMLS database excepting office exclusive listings. Listings outside the GNMLS service area are eligible but not required for entry but if entered, must also comply with all GNMLS policies and rules or be permanently withheld. 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, etc.) must be submitted to the GNMLS Board office.

- E. All listings must include a minimum of one photo of the property and 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 to not appear in MLS compilations. Photos and descriptions must be unique to the property (i.e. an essentially duplicate photo or narrative may not be used on multiple lots). All photos must be of the property for sale or the view from standing on the property. Photos may not include people or pets. Photos included in the MLS that have been virtually staged (i.e. adding furniture, etc.) must be clearly watermarked on the face of the photo disclosing it was virtually staged. When adding furniture ensure the image is accurate in proportions, not using scaled down furniture images to visually enlarge the room.
- F. Material changes such as adding or removing fixtures, wall/floor colors or coverings, power lines, trees/landscaping, not viewable sunsets and similar changes are fraudulent misrepresentations of the property and are not allowed, unless actual changes will be made prior to the sale. Public remarks must disclose photos were digitally edited and may not currently represent the property.
- G. Photos or subjective narrative may not be transferred from another broker's 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.
- H. Ineligible properties entered into the MLS listing database are subject up to a \$500 fine imposed upon the Participant and will be removed by MLS staff.

- I. Status changes (defined as: Active, Active O/C, Pending, Hold, Sold, Expired, or Cancelled) must be entered into the GNMLS database within 72 hours. A fine of \$25/day will be imposed upon the Participant for failure to change the listing's status within the mandated timeframe.

Agents should disclose to Seller that Listing Firm is obligated by GNMLS policies to update the status of a GNMLS listing in a timely manner. 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, they should indicate this preference in writing and a copy of the written request should promptly be filed with the MLS. Once received, the listing should be removed from the MLS (i.e. moved to Canceled status).

- J. Agents should disclose to Seller that Listing Firm is obligated by GNMLS policies to update the status of a GNMLS listing in a timely manner. 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, they should indicate this preference in writing and a copy of the written request should promptly be filed with the MLS. Once received, the listing should be removed from the MLS (i.e. moved to Canceled status).
- K. MLS access is confidential and limited only to GNMLS Participants, their subscribing agents and official staff. MLS login credentials may never be disclosed or shared with anyone other than the person they are assigned to. Violation may include fines up to \$10,000 per instance, suspension or termination. GNMLS subscribers may not share confidential MLS listing information with non-subscribers. A fine of \$250 will be assessed for the violation of sharing confidential data, such as special Realtor remarks.
- L. 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 into 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 prorate 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. New construction property may be listed with a maximum of two (2) MLS entries for projects offered as either a finished home or as unfinished at different prices.
- 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 the 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. Listing data submitted to the MLS must be accurate and complete in every detail that is known or is ascertainable by the listing firm as per the GNMLS Rules and Regulations. Listings deficient in detail or accuracy will be promptly corrected by the listing firm, within 1 day or it will be placed in Hold status until it is updated. Off-market listings such as one-party or sold before entry must be corrected within 2 days of notice given or the MLS will permanently remove the listing from the database and statistics. (Ref. R&R Sec 1.2.0, NAR Policy 7.60)
- H. NAR Policy 8.1 Fair Housing violations: The MLS will advise listing firm of any observed or reported potential fair housing violations. Listings will be promptly corrected by the listing firm, within 1 day or it will be placed in Hold status until it is updated. Off-market listings such as one-party or sold before entry must be corrected within 2 days of notice given or the MLS will permanently remove the listing from the database and statistics.
- I. 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. Listings entered only for the purposes of sold comparable information (with property owner's permission) must contain the minimum required information for MLS data entry and at least one exterior photo. Addition of essential documents for sold comparable listings (i.e. non-member or For Sale by Owner sales) is not required. Following closing, the listing may be entered into the MLS; no additional forms are required to be submitted to the MLS.
- B. A new listing contract is required to obtain a new MLS number and reset days on market information.
- 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 regardless of public marketing.
- D. Properties listed which do not allow showings are ineligible for entry into the GNMLS database. If all showings (in-person or virtual) are delayed to a future date, the listing should be placed on HOLD status. Showings must be available within 72 hours of the listing being initially made ACTIVE in the MLS.
- E. Required written agreement prior to showing in-person or electronically. Get a signed agreement before working with a buyer and touring a home in Wisconsin:
 - 1) Pre-Agency (Consumer): Use new Pre-Agency Showing Agreement (WRA-PASA)
 - Buyer must choose and complete (2) or (3) below prior to "negotiating" as defined in WI Stat 452.01(5m).

- 2) Seller Subagent (Customer): Use Disclosure to Customers (WRA-BDCU)
 - Listing agents or subagents do not need to provide any of these agreements if they are not “working with the buyer”.
- 3) Buyer’s Agent (Client): Use updated Buyer Agency Agreement (WB-36)
 - May not be possible if seller refused dual agency.

When do you NOT need a written buyer agreement?

A customer contacts you to request a tour of a home your firm has listed. Anything beyond that such as identifying other properties for them, touring a property listed by a different firm, writing an offer for them or any brokerage services will require a written agreement prior to touring.

- F. 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.
- G. Auction properties that may be entered into the MLS database are those properties that meet the following four requirements:
 - 1) The property must be available for sale prior to the Auction at the full gross listing price entered into the MLS Database in the Current Price Field, which must be the same full gross listing price at which the Seller has agreed to sell the property prior to the Auction and which is stated in the exclusive right to sell or exclusive agency listing contract for which the property is offered for sale prior to the Auction;
 - An entry must be made to the Special Realtor Remarks that includes the date, time, and location of the auction and whether or not there is a reserve;
 - If the sale of the property occurs at Auction, those different offers must clearly be stated in the Special Realtor Remarks; and
 - Entries in the Remarks Section stating that the property is an Auction Property is permitted; however, details regarding the Auction are prohibited from being entered into the MLS Database.
 - 2) The Auction properties must state in the first line of the Remarks Section “This is an Auction.”
 - 3) A listing cannot be added into the Multiple Listing Service if other ownership requirements or additional purchases are mandated unless fully disclosed and also reflected in the list price. (i.e. boat docks). All properties listed in the MLS must be listed through a member Broker.
- H. New construction properties must specify the status of construction in the Remarks Section. Photos must be of architect’s drawings or clearly labeled ‘Model’ on the photos.
 - Preconstruction – permit pulled no dirt moved
 - Under construction – dirt moved no Certificate of Occupancy
 - New Construction – Certificate of Occupancy has been issued (never occupied).

- I. The Listing Date is the Commencement Date (Effective Date) of the listing agreement and may be different from the date the parties sign the listing agreement or the date that the Listing Broker receives the listing agreement. The Listing Date is determined by the parties to the listing agreement and is the date the contract takes effect, the date the last signature was applied or the date on the listing agreement, whichever is later.
- J. Assignment of Contract. If the listing is for an equitable interest in title to property not yet owned by the seller, the Remarks must include the following statement: This is an Assignment of Contract, which must close on _____ (insert date) at _____ (insert Closing/ Agent Company).
- K. Listing Agent: All listings entered into the MLS must be entered showing the name of the agent(s) or team name who took the listing. Non-subscribers may not enter their listings into the MLS under a subscribing agent's name. All members of a team must be subscribers to the MLS if any members subscribe. The Multiple Listing Service prohibits the practice of entering any listings in an office under the Broker/Manager's name unless that person actually is the listing agent who obtained the listing(s). Failure to comply with this Section may result in loss of MLS privileges.
- L. Selling Agent: If a selling agent team wishes to show sales under the Team Leader ID then the Team Leader's name fields must include terms such as "Team", "Group", "Associates", or similar or appropriate abbreviations denoting their role as Team Leader.
- M. In all advertising of real estate, the advertising firm's name must be clear and conspicuous. A valid listing contract or permission of the listing broker is required. The listing firm must be clearly displayed.
- N. There can be no communication of nor references to commission or compensation within the MLS nor any faculties provided by GNMLS.

VI. ENTRY FIELDS

- A. All public-facing MLS data must remain free from self-promotion or branding of any kind, including signage, links, language, graphics, or other representations (with the exception of government resources). These materials must exclude brokerage names, agent names, license numbers, website addresses, phone numbers, or any links. Phrases like "Call ABC Realty" or "Call Listing Agent for details" are strictly prohibited. Similarly, they may not include contact details or branding associated with third parties, such as financing institutions or other vendors. Consumers must not be directed to third parties for additional information or provided with contact information for submitting offers.

No links or URL's are allowed in public remarks fields. Additionally, programming code – such as HTML, JavaScript, ActiveX, or similar—must not be embedded in any listing data, including text, images, or other materials entered into the MLS database. Media links may not lead to media platforms, such as YouTube, Vimeo or similar, and they cannot display any content unrelated to the listing. Any information that discloses the identity of the agent and/or brokerage is allowed ONLY in the fields available for branded content.

Exceptions: Documents may reference brand names of items included in the sale. The property description field (public remarks) may also include brand names of items included in the sale.

- B. Commercial listings in the IC&I database may show branding for fixtures, vendors whose products are sold, and nearby businesses driving traffic to the property being sold and may include business near the offered listing in either text or photos. Photos should not be misleading in what property is for sale. 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. All requests for street-adds must be accompanied by a plat map or tax bill which indicates the street/road.
- G. 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 the address is withheld from the MLS data, it must be made available to all subscribers by disclosing it in the special Agent Remarks. 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.
- H. 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.
- I. Waterfront=Yes is to be used only when the wholly-owned property abuts the water. Deeded access/rights means the homeowner either owns an interest in a waterfront lot or their deed grants them access to waterfront via someone else’s property. Deeded Access/Rights – the REALTOR® may include the Lake name in the lake field if there is actual deeded non-public rights to lake access,

provided the REALTOR® also includes deeded access/rights in the site influence and property description. Remarks should indicate if the frontage is shared.

- J. 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".
- K. 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".
- L. Listings which occur in a non-listed county and non-listed township will be entered as "OT-Other".
- M. 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.
- N. 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®.
- O. Exclusive Agency Listings must be clearly designated by choosing Exclusive Agency as the Listing Type and entering a notation in REALTOR® Remarks/SPAL.
- P. Broker-owned or subscriber interest in property disclosure may be made in the Consumer Special Alert (CSPAL) field or the general Remarks field.
- Q. 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.
- R. Lot size should not be 0 (zero) and should be as accurate as known. Width and depth may be zero for irregularly shaped lots. Lot size is 0 (zero) for a mobile home in park, business only, or other sales where no Real Estate is transferred.
- S. Seller Concessions must be noted in the Concessions field provided on the Sale Closed entry form and should not be communicated on active listings.
- T. 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 or included in Detached (Accessory) Dwelling Unit (ADU) information. Per ANSI standards Above Grade GLA square footage is limited to contiguous finished living space. Total Finished Square Footage for the listing may include noncontiguous square footage that is finished to the level the primary is (year-round), etc. Bed/Bath counts are for only the primary living space. Note that the MLS information does not satisfy the legal disclosure requirements of material adverse facts or misrepresentations.

- U. 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.
- V. Essential documents are required with listings entered in the GNMLS database. MLS listings are to include the appropriate Real Estate Condition Report (residential, land, commercial, or farm property) (or WRA Refusal to Complete form), Lead-based Paint Report if applicable, and a Survey or GIS Map if available. These must be available to REALTORS.
- W. When listing duplex, triplex, quad or other income-producing properties in the MLS, reporting of income is required via remarks, fields, or docs. Agent may indicate Unknown.

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.
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APPENDIX A: DEFINITIONS

STATUSES OF MLS LISTINGS:

STATUS	MLS ENTRY (with LISTING or at CLOSING)	ADDITIONAL FORMS REQUIRED?	SHOWINGS ALLOWED?	PUBLIC MARKETING ALLOWED?	IDX	DAYS ON MARKET COUNTING
ACTIVE	LISTING	NO	YES	YES	YES	YES
ALTERNATIVE MARKETING	LISTING	ADDENDUM LMO	YES	YES	NO	YES
OFFICE EXCLUSIVE	CLOSING	ADDENDUM LMO	YES	NO	NO	NO
ONE PARTY	CLOSING	ADDENDUM LMO	NO	NO	NO	NO
HOLD	LISTING	ADDENDUM LMO	NO	NO	NO	YES

- ACTIVE:** Listing has a valid Listing Contract, but without an Accepted Offer, is fully available for showings, and public marketing is allowed on the MLS and on all VOW & IDX websites. Days on market will continue to accrue until the listing status is changed to Pending. GNMLS property status will be 'ACTIVE' with IDX=YES.
 - Listings need to be entered into the MLS prior to any public marketing outside of the firm, advertising actions taken by the Seller, and/or inquiries being solicited from non-customers/clients (or within 5 business days of the contract becoming effective if no public marketing has occurred). Days on market will continue to accrue until the listing status is changed to Pending.
 - BUMP CLAUSE:** A listing with a pending offer that has a bump clause may remain in Active status with a notice as such put into the REALTOR® Remarks section.
- ACTIVE O/C (Offer Contingent):** Listing has a valid Listing Contract, but with an Accepted Offer that has any contingency is not yet satisfied. Listing can be actively marketed to the public and the Seller can choose if the property is available for showings. Days on market will continue to accrue until the listing status is changed to Pending.
- CANCELED:** Listing had a valid Listing Contract that was canceled prior to the Expiration Date on the original contract (not by Amendment; done by Cancellation & Mutual Release). All public marketing and showings should be ceased.
- EXPIRED:** Listing had a valid Listing Contract that expired per the terms of the Listing Contract (or by a Listing Amendment). All public marketing and showings should be ceased.
- HOLD:** Property has a valid Listing Contract, but without an Accepted Offer, and the Seller indicates in writing that they want to stop showings (including by the listing agent) and remove the listing from active, public marketing for a period (no time limit). Listing should be entered into the MLS in 'Active' status before moving to 'Hold'. 'Hold' is an Active status and days on market will accrue for the duration of the Hold period.
- PENDING:** Listing has a valid Listing Contract, but with an Accepted Offer in which all contingencies are satisfied and the closing date is upcoming. A listing that expires while under contract with a buyer remains in the MLS as Pending until closing. Days on market stop accruing once the listing status is changed to Pending. Cash offers with no other contingencies should be in Pending.
- SOLD:** Listing has successfully gone through the closing process, and all marketing has ceased. The sale price reported in the MLS is to include only the real estate transfer price (i.e. no personal property); commercial properties are excluded from this requirement.

PROPERTY TYPES

- **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 TYPES

- **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>.

Advertise means any act of calling attention to something or promoting interest in a thing, person, event, product, service, etc. An advertisement might not have an address, price, photo or other details to still be a valid advertisement per the definition of promoting interest. Synonyms of advertise include announce, promote, endorse, reveal, or tout.

- EX: A video in a home inviting viewers to contact agent for a showing is advertising a listing.
- Note in advertising real estate: the advertising firm’s name must be clear and conspicuous. A listing contract or permission of the listing broker is required. Listing firm must be clearly disclosed.

Alternative Marketing: ‘Alternative Marketing’ is a Listing Marketing Option that Sellers can utilize by choice on the GNMLS’ Addendum LMO. Listing has a valid Listing Contract but without an Accepted Offer and is only being marketed to GNMLS participants & subscribers and will be excluded from IDX and syndication websites. This choice of marketing shall be for the term of the Listing Contract unless modified in writing decision changes. Property is available for showings and Days on Market will continue to accrue until the listing status is changed to Pending. GNMLS property status will be ‘ACTIVE’ with IDX=NO.

Arms-Length vs. Non-Arm's 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-arm's 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-arm's length sale (i.e. buyer is related to the listing agent/broker or buyer has some relationship with the seller or their representation). (<https://www.revenue.wi.gov/Pages/ERETR/data-home.aspx>)

Bedroom:

- Check with the local authorities about local building codes. Listing bedrooms that are not legal bedrooms can get the broker and seller sued for misrepresentation. You cannot use the MLS to disclose differences (change facts you listed). Call the WRA Legal Hotline if you are unsure.
- Size – at least 70 square feet with a minimum 7 feet in any horizontal direction as measured with a minimum ceiling height of 5 feet. All GLA sqft must have a minimum 7-foot ceiling height.
- The Room should either have a closet or be large enough for a wardrobe.
- Egress – at least 2 large enough to accommodate adults, accessible from the floor, 1 exiting the building. A windowsill no more than 44 inches from the floor. The clear opening of the window should be a minimum 24 inches high and minimum 20 inches wide and must be 5.7 total square feet for passage. A door should be a minimum 32 inches wide. A door exiting the building may replace an egress window. A second exit immediately outside the internal door providing a building exit may be acceptable in lieu of an egress window. Window sizes may depend on when the home was constructed.
- Loft bedrooms must have at least 2 exits with one to the outside. Four walls are not required.
- Windows – for ventilation and light the glazed (glass) area should equal at least 8% of the net floor area.
- Finished – must be finished to a level comparable to the other finished rooms (ie. flooring, wall coverings, ceilings, electrical, etc.) and ducted to the home's central HVAC.
- 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.
- Septic – (Undersized septic systems should be disclosed or the bedroom count reduced)
- Wisconsin Administrative Codes Safety and Professional Services 321.02, May-2016 (see pages 5-6, 9)
** Mitigating factors may change requirements. Multiple sources – Wisconsin Uniform Dwelling Code 321, HUD, others.

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. If property co-owned by two people, they may wish to list with different brokers, though each would be responsible for the terms of their contracts. Only 1 listing may appear in the MLS. In addition, co-exclusive contracts may be used simultaneously to offer different rights (i.e. 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®.

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. For waterfront = Deeded Access/Rights means the homeowner either owns an interest in a waterfront lot or their deed grants them access to waterfront via someone else's property. Shared frontage must be noted.

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

For Sale by Owner (FSBO): Selling agent is working directly with the Seller toward closing with a represented Buyer (under Buyer Agency) and there's no listing contract. FSBO listings may be entered on the MLS once they successfully close and must contain the minimum required information per GNMLS listing entry guidelines.

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 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.

Garage (number): A garage is a building or attached space designed to park highway motor vehicles in and located in a location readily accessible to do so (adjacent to driveway). A garage is normally fully enclosed. A carport is not a garage as pertaining to number of garages / sq ft. An attached or detached garage each count as 1 building.

IDX (Internet Data Exchange): allows listings to appear on corporate/firm and third-party websites.

Office Exclusive Listing: Listing has a valid Listing Contract, but without an Accepted Offer, and the Seller has directed that their property is not to be disseminated through MLS channels (no IDX) and will forego public marketing of the Property Seller wishes to forgo public marketing, and the Property will not be displayed on the MLS and will only be marketed internally to other agents with the Firm and is excluded from IDX websites. This includes advertising, marketing, or promotion done by or on behalf of the Seller. If any public marketing occurs, the Listing must be added to the MLS immediately. Seller may agree to showings.

- NOTE: One-to-one, broker-to-broker communication within the firm is permitted for Firm Exclusive Listings without violating the Clear Cooperation Policy.
- To qualify for Office Exclusive status, a copy of Addendum LMO should be sent to the MLS within 5 business days of the contract becoming effective (or immediately if public marketing has occurred). Office Exclusive listings may be entered on the MLS only once they successfully close and must contain the minimum required information per GNMLS listing entry guidelines.

One Party Listing: Selling agent has a signed Listing Contract with the Seller that names a specific Buyer for that transaction. Listing will not be displayed on the MLS or marketed publicly, and showings aren't available. One Party listings may be entered on the MLS once they successfully close and must contain the minimum required information per GNMLS listing entry guidelines.

Public Marketing: As defined by NAR Policy, public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public; regardless of who does the marketing or to what extent the property is identified. Anything designed to inform the public that a listing exists will be interpreted as public marketing. If no listing exists, Wisconsin law does not allow marketing by a licensee or brokerage.

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.

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.

Waterfront: On-water means the owned yard ends at shoreline owned by the seller. Deeded access/rights means the homeowner either owns an interest in a waterfront lot or their deed grants them access or non-public rights to waterfront via someone else's property. Shared frontage (condos, etc.) must be noted. Other may indicate trailer park lot rental grants access to waterfront; frontage feet should be left blank; must also be explained in the general Remarks. May also indicate a pond or wetlands. Off-water means the owner has no private rights to shoreline and no lake or river may be named in those fields.

- "No" is to be marked unless one of the other options is true. Off-water means the owner has no private rights to shoreline and no lake or river may be named in those fields.
- "Yes" is to be used only when the wholly-owned property abuts the water on shoreline owned by the seller.
- "Deeded Access/Rights" means the homeowner either owns an interest in a waterfront lot or their deed grants them ingress/egress access to the waterfront over the riparian owner's land. If you choose "Deeded Access/Rights", you may input the lake name in the Lake Name field only if there is actual deeded, non-public rights to lake access, provided you also include deeded access/rights in the Site Influence and Remarks fields. Remarks should also indicate if the frontage is shared.
- "Other" may indicate trailer park lot rental grants access to waterfront; frontage feet should be left blank; must also be explained in the general Remarks. May also indicate a pond or wetlands.

If the number of frontage feet is shown but it is shared, then the remarks must make it clear that frontage is shared. This would include Condo shoreline that is shared by multiple owners. Waterfront = Other would indicate a pond or wetlands bordering or enclosed in the property.

Be sure to use the Site Influence options to specify the type of frontage such as Lake, River, Creek, Full Rec or Restricted, on Bay, Channel, etc. Mark the separate indicator if on a Chain of Lakes or not. Lake chains are defined as two or more lakes connected by a waterway navigable by powerboat.

Is it a lake or is it a pond? There is no fixed state or international definition, but we can use some DNR guidance to help determine what you are properly putting into the MLS. If the answer to ANY of these questions is yes, then we accept that it is a lake. The property could be On Water or have Deeded Access/Rights, listed as Lake Front, etc.

- Has the DNR assigned it a lake name?
- Is the surface area of open water greater than 10 acres?
- Does the DNR regulate boating restrictions?
- Is it subject to Shoreland Zoning (not wetlands)?
- If the answers are ALL are no, then we are looking at a pond. The property waterfront may be listed as Other, but not as On Water.

Stream/Creek frontage: If the DNR has designated it as a navigable waterway and it flows year-round, you may list the feet of frontage and say it is On Water.

VOW (Virtual Office Website): a secure website for MLS participants that requires client registration.

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.

APPENDIX B: GNMLS ASSOCIATED DOCUMENTS

All documents can be found on the Northwoods Association of REALTORS® website:

GNMLS Members > Forms & Applications: <https://northwoodsrealtors.org/gnmls-members/forms-applications/>

- 1) [Addendum LMO \(Listing Marketing Options\)](#)
- 2) [Late Listing Entry Waiver](#)
- 3) [Brokerage/Appraisal Office Application](#)
- 4) [Office Input Form](#)
- 5) [New Agent Form](#)
- 6) [Inspector Form](#)
- 7) [Application for Waiver of MLS Fees](#)
- 8) [IDX/RETS Information](#)
- 9) [Limited-Service Listing Disclosure](#)