

MLS Company Participation Agreement

6-11 rev.

For Office Use Only:

Date Rcvd _____

Amount \$ _____

Check # _____

Name on Check/Charge: _____

Instructions and Guidelines for the RANW MLS Agreement

1. Please complete, sign and date the RANW MLS Agreement.
2. This agreement is to be accompanied by the \$1000.00 New MLS Firm participation fee. The fee is a one-time fee and non-transferable and non-refundable, except as provided in MLS Rules and Regulations Section 2.
3. Please include a copy of the business entity license and a copy of the state license or certification.
4. If the firm is a corporation, please attach a copy of your firm's Annual Corporate Report (if applicable) or submit legal or State of Wisconsin documents showing the makeup of your firm, i.e. Articles of Organization or Articles of Incorporation.
5. New REALTOR® Applicants will be granted provisional membership immediately upon application subject to completion of the New Member Orientation program and director approval within an approved time frame.

Payment Options: (Cash, check payable to "RANW MLS" or Visa / MasterCard)

Visa or MasterCard Authorization:

I authorize RANW MLS to charge my charge card # _____ in the amount of \$ _____

Cardholder Name _____ Expiration Date _____

Signature of Cardholder _____ Date _____

REALTORS® Association of Northeast Wisconsin MLS, Inc., a Wisconsin Corporation, enters into this agreement with:

Effective date: _____

Name of Corporation or Legal Entity: _____

Business Name (as it will appear on database): _____

Company Federal ID # or other tax-reporting ID# _____ **(required for company identification)**

Company is organized as one of the following: *(Please submit documents relating to Firm)*

____ Wisconsin Corporation ____ Partnership ____ Sole Proprietor ____ LLC ____ LLP Other _____

Company Address _____ **City** _____ **State** ____ **Zip** _____

Company Phone _____ **Company Fax** _____ **Company County** _____

Company Email _____ **Company Home Page** _____

I understand that by providing my email address, phone and fax number(s), I consent to receive communications sent from RANW, Inc., and RANW MLS, Inc., via these methods. **Please choose one:** ____ Yes ____ No If no, please identify how we may communicate with you _____

MLS Participant

The above-named company hereby names the following Broker or Appraiser as their qualified Participant who will be the individual responsible for the company and its associates:

Participating Broker / Appraiser Name _____

This person serves in the following capacity:

____ Principal ____ Partner ____ Corporate Officer ____ Owner ____ Branch Manager (acting on behalf of the company)

Participant is a REALTOR® Member in good standing of: RANW or Other Association _____

Other MLS(s) participating in (if applicable): _____

List yourself and ALL principals, partners, or corporate officers of your firm and indicate whether they are licensed:

Name _____ Title _____ Real Estate or Appraisal License # _____
(if not licensed, put N/A)

Name _____ Title _____ Real Estate or Appraisal License # _____
(if not licensed, put N/A)

Name _____ Title _____ Real Estate or Appraisal License # _____
(if not licensed, put N/A)

State the names, titles and license or certification types of all OTHER REAL ESTATE FIRMS and/or BRANCH OFFICES in which you are a principal other than the company listed above:

Non-applicable, please initial _____

Name _____ Title _____ Real Estate or Appraisal License # _____
(if not licensed, put N/A)

Name _____ Title _____ Real Estate or Appraisal License # _____
(if not licensed, put N/A)

Please list YOURSELF and all Real Estate Licensees or Licensed/Certified Appraisers associated with your office:

Optional Tax-Reporting Service: MLS annually provides, for the convenience of MLS Participants, a tax-reporting reference list of ID#s for the exclusive use by MLS companies in reporting non-employee compensation such as commissions (IRS Form 1099). This reference list includes the ID numbers authorized by MLS companies and is to be used for this purpose only. Inclusion of a tax-reporting ID# on this list is optional.

Do you want your number to be included in this list? YES _____ NO _____

Participation Eligibility: Any REALTOR of this or any other Association who is a principal, partner, or corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in the Bylaws and Rules and Regulations, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "Membership" or "Participation" unless they hold a current, valid Wisconsin real estate broker's license and offer or accept compensation to and from other Participants, are licensed or certified by an appropriate Wisconsin regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. The REALTOR® principal of any firm, partnership, or corporation, main office manager, or branch office manager designated by said firm, partnership, or corporation shall be termed the "Participant" in the Service and shall have all rights, benefits, and privileges of the Service, and shall accept all obligations to the Service for the Participant's firm, partnership, or corporation, and for compliance with the Bylaws and Rules and Regulations of the Service by all persons affiliated with the Participant who utilize the service. Brokers or salespersons other than principals are not considered "Participants" in the Service, but have access to and use of the Service through the principal(s) with whom they are affiliated. See RANW MLS Rules and Regulations for complete Section 2.

Certification of Qualification: I certify that I am qualified to participate in the Service according to the provisions outlined in Section 2 of the MLS Rules and Regulations. I agree as a condition of participation in the MLS to abide by all relevant bylaws, rules and other obligations of participation including payment of fees. I (if broker participant) confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities in the market area jurisdiction of the RANW MLS, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants through the MLS. I agree that I must continue to engage in such activities during my participation in the MLS. I acknowledge that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

PLEASE INITIAL _____

Participation and Maintenance of Listing Service: Participant is responsible for submitting listings within time frame required in MLS Rules and verifying information is correct. New member firms shall submit their current listings with the seller's approval to the MLS within 7 days of their acceptance into the MLS. MLS agrees to maintain a multiple listing service for the exclusive use of the Participant and each other Participant. MLS shall act as a real estate listing clearinghouse by receiving listings from the Participant or any other Participant, and disseminating a copy of each listing received to the Participant and any other Participant.

Agreement to Comply with Bylaws, Rules and Regulations, and Code of Ethics: The undersigned Participant hereby acknowledges receipt of the RANW MLS Bylaws and MLS Rules and Regulations. The Participant, by agreeing to the terms of this agreement, agrees to be responsible for him/herself and for his/her associates for complying with the Bylaws and Rules and Regulations. In the event the associates fail to comply with the Bylaws and Rules and Regulations, the Participant will be held responsible and shall be subject to discipline as if the violations were done by the Participant himself/herself. It is understood that these Bylaws and Rules and Regulations may be changed from time to time, and the undersigned Participant hereby agrees to comply with such changes. These changes shall become part of this contract upon Participant's receipt of notification of these changes unless the Participant serves written notice within ten (10) days of refusal to comply. In such event, this agreement and any renewal thereof shall become void. The Participant agrees to be bound by the REALTOR® Code of Ethics on the terms and conditions as set forth in the Bylaws of the REALTORS® Association.

PLEASE INITIAL _____

Change of Participant: The named Participant in this agreement cannot be changed without prior notification and approval of the MLS, and only within the parameters allowed by the Rules and Regulations. Such approval is conditioned on completion of proper forms (to be provided by MLS), the new Participant meeting all requirements of RANW-MLS Bylaws and MLS Rules and Regulations, and approval of the Board of Directors of RANW.

Termination of Agreement: MLS shall have the right to terminate this agreement in the event the Participant violates any of the terms of this agreement. A failure on the part of MLS to do so as to a particular violation shall not constitute a waiver by MLS as to subsequent violations.

Terms of Agreement: This agreement shall terminate on December 31 of the year entered into and shall automatically renew itself for additional one-year terms each year unless either party gives the other written notice of cancellation at least (30) days prior to cancellation.

Use of the Terms MLS and Multiple Listing Service: No MLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

List of Persons Affiliated with Company: Participants shall provide at the time this agreement becomes binding a list of all Wisconsin-licensed agents and licensed or certified appraisers, brokers and agents affiliated with the company referred to herein who shall be granted access to MLS. It shall be the Participant's responsibility to inform MLS in writing of any additions or deletions to this list of affiliated agents and appraisers. Such notice shall be provided to MLS immediately.

I agree to pay the applicable MLS monthly user fee times the number of real estate licensees or licensed or certified appraisers affiliated with my office or company.

MLS will grant waivers only to RANW CIE subscribers who are exclusively commercial practitioners who do not access the residential MLS, with the exception of the Broker Participant, who must pay monthly fees for whichever service(s) in which the firm participates.

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, may be grounds for revocation of my MLS participation, if granted.

Signature of Participant _____ Date _____

Signature of Company Owner _____ Date _____
(if different than Participant)

Sign Below Only if a Non-RANW Member:

This is to certify that I am currently a member in good standing of the _____ (Name of Association/Board).
Please include a letter from your Association/Board stating that you are a member in good standing.

My annual REALTOR® dues are paid in full through _____ (date). I am applying for membership as a Participant in the REALTORS® Association of Northeast Wisconsin Multiple Listing Service. I agree to be bound by all Bylaws, Rules & Regulations and the Code of Ethics on the same terms and conditions as REALTORS® Association of Northeast Wisconsin members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the board/association.

I understand that a violation of the Code of Ethics may result in termination of my MLS privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.

Signature of Participant _____ Date _____

Signature of Company Owner _____ Date _____
(if different than Participant)