

# Unlicensed Assistant REGISTRATION FORM

## **Tri-Lakes MLS, SOMO MLS Security Enrollment Agreement**

1. The participant or subscriber agrees to abide by all MLS Governing Documents, as they may be amended and updated from time to time (including fines and penalties for infractions thereof), including but not limited to the Governing Documents specifically set forth herein.
2. The MLS agrees to maintain its Multiple Listing Service in accordance with National Association of Realtors® ("NAR") Handbook on Multiple Listing Policy and have its Governing Documents reviewed by NAR on a periodic basis as required by NAR policy.
3. The participant or Subscriber agrees to prohibit access to the MLS by those not authorized to use the MLS, and agrees to keep any security features, including but not limited to passwords, confidential in accordance with the MLS Governing Documents.
4. The Tri-Lakes MLS is for my exclusive use only, and may not be shared with or used by any other person, entity, agency, firm or organization not authorized by the Tri Lakes MLS. Sharing or giving of any TLMLS data to anyone not entitled to this information may result in violation of the MLS Governing Documents.
5. Photo Identification is required at the time of security registration, along with registration fee as established by the Directors of the Tri-Lakes MLS. Other fees may be established in accordance with TLMLS Governing Documents.
6. The participant or subscriber agrees to maintain listing information in a complete, accurate, and timely manner; and take full responsibility for the information entered.
7. The participant or subscriber agrees to allow the MLS to distribute and disseminate listing information to other participants and subscribers of the MLS (other than those whom have opted out), and to others, with approval of the participant, as may be desired or necessary, consistent with the functions of an MLS.
8. The participant or subscriber acknowledges that any copyright and ownership interest in property images taken by photographers through agreement with the MLS shall belong to the MLS. Copyright ownership interests in images submitted by the participant or subscriber shall remain with the participant or subscriber. The participant or subscriber grants a license to the MLS to reproduce, distribute, and transform the image and place an MLS copyright legend on the image. The participant or subscriber represents that it has the right to authorize the MLS to so utilize any such image and agrees to indemnify and hold the MLS harmless from and against any liability that the MLS may incur as a result of any claim that the MLS did not have the right to utilize any such image according to the license herein granted.
9. The participant or subscriber agrees not to sell MLS data or to recompile MLS data, derive products or analyses from the MLS data, or distribute in written, printed or electronic form, proprietary or copyrighted information of the MLS other than the participant or Subscriber's own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of the MLS and the property owner whose information is so disseminated, except for appraisal or comparative market analysis ("CMA") purposes or the marketing of properties or prospective purchasers or tenants.
10. The participant agrees to be responsible to the MLS for all fees and/or fines incurred for the use of the MLS for each of his or her subscribers, including any and all assistants/office assistants, and clerical staff (licensed or unlicensed.)

11. The participant agrees to take full responsibility for actions taken by any of his or her subscribers, including any and all assistants/office assistants, and clerical staff (licensed or unlicensed,) and will do anything in his or her power to ensure that his or her subscribers follow the MLS Governing Docs.

12. The subscriber acknowledges & understands that in addition to his or her own responsibility for complying with all MLS Governing Docs as set forth more fully above, his or her participant is fully responsible for the subscriber in matters pertaining to the MLS.

13. The participant agrees to take full responsibility for any persons other than subscribers contracted or employed by the participant or his or her subscribers, including but not limited to office assistants and clerical staff, and acknowledges that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.

14. The subscriber acknowledges and understands that the participant is fully responsible for any other persons contracted or employed by the participant or the subscriber, including but not limited to assistants, clerical staff, licensed or unlicensed, and acknowledge that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.

15. The subscriber and/or participant agree to abide by all relevant Governing Docs and other obligations of membership including the payment of fees. If the participant or subscriber is a REALTOR® member of a board or association other than TLBOR, the participant or subscriber further agrees to be bound by the NAR Code of Ethics on the same terms and conditions as TLBOR 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 TLBOR. The participant or subscriber (whether a TLBOR member or not) understands that a violation of the NAR Code of Ethics could result in a suspension/termination of the participant or subscriber's MLS privileges including any discipline, fees, and/or fines that may be imposed.

16. The participant or subscriber confirms that he/she currently, and will on a continual and ongoing basis in the operation of his/her real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers on cooperation and compensation made by other participants or subscribers through the MLS in accordance with NAR's definitions. Participant or subscriber agrees that he/she must continue to engage in such activities during his/her participation in the MLS, and acknowledges 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.

## **Acknowledgement**

Access and use of the Tri-Lakes Multiple Listing Service is for the exclusive use of the Participant. Any misuse, or use for other purposes, is prohibited and may affect use and access to the service. This includes sharing or transfer of information to others, or uses that are not in accordance with our policies/procedures/rules and regulations/bylaws will constitute an unauthorized use.

BY SIGNING THIS, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND I AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Broker/DR Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Realtor® Association Marketing Consent**

By signing below, I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any, (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax number, email address, or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Broker/DR Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Email Address: \_\_\_\_\_