

Joined Date _____
Member # _____
Office # _____
<b>For Office Use Only</b>

## Application for Reinstatement of MLS Access

1. Name: \_\_\_\_\_ Agent ID: \_\_\_\_\_
2. Office: \_\_\_\_\_ Office ID: \_\_\_\_\_
3. Office Address: \_\_\_\_\_  
street city state zip
4. Home Address: \_\_\_\_\_  
street city state zip
5. Contact Phone: \_\_\_\_\_ Send Correspondence To: \_\_\_\_\_ Firm \_\_\_\_\_ Home
6. E-Mail address \_\_\_\_\_ Website: \_\_\_\_\_
7. BRE License # \_\_\_\_\_ Expiration Date \_\_\_\_\_ Type: Broker Salesperson Corporate

### General Terms and Conditions of Membership

8. This document is an addendum to the Membership application previously completed for membership to the Fresno Association of REALTORS® and/or the Fresno Multiple Listing Service.
9. **Additional Terms and Conditions for MLS Applicants Only.** I understand and agree that by becoming and remaining a Broker Participant or subscriber to the MLS, I agree to abide by the Fresno MLS Rules and Regulations, as from time to time amended, including but not limited to the following:
  - A. I agree not to use the MLS data for any purpose other than to market property or support market valuations or appraisals as specifically set forth in the Rules and Regulations.
  - B. I agree not to reproduce any portion of the active listings except as provided in the MLS Rules and Regulations.
  - C. I agree not to download MLS data except as provided in the MLS Rules and Regulations.
  - D. I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS Rules and Regulations to access any computer receiving MLS information. I agree not to transmit the information to any participants, subscribers and clerical users not authorized to access the system by the Rules and Regulations. I agree not to use the MLS to create another product except as may be used by the participant who downloaded the data in compliance with the MLS Rules and Regulations.
  - E. I agree I will not give or sell my password to any person or make it available to any person. I further understand that the California Penal Code and the United States Code prohibits unauthorized access to computer data bases. I agree not to allow such unauthorized access by use of either any of my equipment or pass codes.
  - F. I understand that clerical users may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such Information to me. Persons performing any activities that require a real estate license are not eligible for this clerical users classification. I further understand that any violation by a clerical user employed by me, under contract with me or used by me is my responsibility and can result in disciplinary and ultimate termination of MLS Services.
  - G. The security of homeowners depends on the security of the lockbox system. I will not lend or make available my lockbox key to any person, even if an authorized MLS user. I further understand the Fresno Association of REALTORS® can incur costs in securing the system if I fail to take adequate measures to protect my key and lockbox and that I may be held liable for these costs. **I understand in the event of a lost or stolen ExpressKey, my current deposit is forfeited.** Replacement Key deposit is as follows: 2<sup>nd</sup> Key = 120.00, 3<sup>rd</sup> Key = 180.00, etc.
  - H. I understand that by installing Fresno MLS mobile applications, I agree to be bound by the terms of the Fresno MLS Rules & Regulations.
  - I. I understand and agree that the above statements are in addition to the MLS Rules and Regulations, to which I have also agreed. Violation of any Fresno MLS Rules and Regulations may result in discipline, fine and ultimate termination of the service. In addition to that, my actions may cause damage to the Fresno Association of REALTORS® which owns the MLS and the Association may pursue its own legal remedies against me to recover such damages.

### 10. **REALTOR® and MLS Applicants Only; Arbitration Agreement.**

A condition of membership is the Fresno Association of REALTORS® as a REALTOR® and participant in the MLS is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®) you agree for yourself and the corporation or firm for which you act as a partner, officer, principle or branch manager to binding arbitration of dispute with other REALTOR® members of this Association; with any member of the California or National Association of REALTORS®; and any client provided the client agrees to binding arbitration at the Association. As a MLS Broker or Appraiser Participant or MLS Subscriber, you agree for yourself and the corporation or firm for which you act as a partner, officer, principle or branch office manager to binding arbitration of disputes with other MLS participants and subscribers; or any other MLS Broker or Appraiser Participant or MLS Subscriber of another Association MLS which shares a common database with this Association through a Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Association facilities and in accordance with the Association Rules and Procedures of Arbitration.

I certify that I have read and agree to the terms and conditions of this application, and that all information given in this application is true and correct.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

Signature of MLS Broker Participant: \_\_\_\_\_ Date \_\_\_\_\_

## Fresno Multiple Listing Service (FMLS) Fees

MLS fees are prorated and change on the 25<sup>th</sup> of each month. The total below represents the prorated service and data fees for the month you reactivate MLS access through the end of the current billing cycle. Your next invoice for service and data fees will arrive when indicated below. The semi-annual service and data fees are \$90 and \$120 respectively, for a total of \$210.

	Amount	From	Thru
Orientation Fee (if applicable)	\$100	-	-
Reinstatement Fee:	\$75	-	-
Service Fee:	\$75	Jun 2018	Oct 2018
Data Fee:	\$100	Jun 2018	Oct 2018
<b>TOTAL:</b>	<b>\$250</b>	<b>NEXT INVOICE:</b>	<b>Nov 2018</b>
<b>TOTAL (with Orientation Fee):</b>	<b>\$350</b>		

### *Optional Lockbox Key Services*

#### **Express Key**

Express Key fees are prorated and change on the 25<sup>th</sup> of each month. The total below represents the prorated service and data fees for the month you activate key service through the end of the current billing cycle. Your next invoice for service and data fees will arrive when indicated below. The annual key access fee is \$193.71.

	Amount	From	Thru
Key Deposit:	\$60.00	-	-
Initialization Fee:	\$85.00	-	-
Access Fee:	\$145.28	Jun 2018	Feb 2019
<b>TOTAL:</b>	<b>\$290.28</b>	<b>NEXT INVOICE:</b>	<b>March 2019</b>

#### **eKEY**

eKEY service is a month to month service contract directly through Supra. A credit card will be placed on file with Supra who will draw funds monthly according to the service level selected below. Basic service includes key use only. Pro service includes key use, a downloaded agent roster, and downloaded listing inventory.

Activation Fee: \$50.00

Basic Service: \$15.13/mo
Pro Service: \$30.76/mo

Type of Card (circle): VISA / MASTER CARD / AM EX / DISCOVER

Account Number \_\_\_\_\_ Exp \_\_\_\_/\_\_\_\_ CVC Code: \_\_\_\_\_

Name on Card \_\_\_\_\_ Phone \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I authorize the following amount to be charged to the credit card information above: \$ \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_