



SOUTHERN MN MLS COMPANY APPLICATION

I _____, _____, of
(Name) (Title)
_____, declare that I am
(Company Name and Address)

presently a member in good standing of the _____, the
(Board/Association Name and Address)

Minnesota Association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS®. HENCE, I hereby make application to become a member of the Southern Minnesota Multiple Listing Service (MLS). The initial application fee of \$325.00 is enclosed.

This company actively endeavors as part of its real estate business to list real property of the type listed on the RASM MLS and/or accept offers of cooperating and compensation made by listing brokers or agents in the MLS. Broker Initial _____

I agree to notify the MLS office of all persons selling or soliciting listings for my firm. I also agree to promptly inform the MLS office of all resignations & terminations of persons no longer affiliated with my firm. (Section 4.3)

The following persons are licensed to my company:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Participants shall be governed by the Code of Ethics and MLS policy of the NATIONAL ASSOCIATION OF REALTORS® and the Southern Minnesota MLS Rules and Regulations, and the Bylaws of the REALTOR® Association of So. Minnesota. Whenever any conflict develops as to a particular provision in the MLS Rules and Regulations and/or Bylaws, the Bylaws shall prevail. I hereby agree to uphold the REALTOR® Code of Ethics and abide by and uphold the Rules and Regulations of the MLS. I understand that a violation of the Code of Ethics may result in termination of any 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.

I also understand that _____ will be upon acceptance,
(Broker)
designated as Participant in the MLS and will represent our firm as such.

I agree to pay charges and fees when due. I also agree to settle any disputes with fellow REALTORS® in accordance with the policies set by the Association Bylaws. I further understand and agree that I will be individually responsible for the prompt payment of all MLS membership dues, service charges and fees incurred by myself and /or other members of my firm during the period in which I am an MLS Participant. I agree that my responsibility will continue even if I should terminate my association with my present firm.

The Current Fee Structure is as Follows:

- \$30.00 Office Fee Per Month
- \$30.00 Branch Office Fee Per Month
- \$45.00 Agent Fee Per Month
- \$10.00 Insertions (Non-computerized offices)
- \$3.00 Listing Changes (Non-computerized offices)

MY FIRM IS A BROKER RECIPROCALITYSM SUBSCRIBER. I understand that I am hereby giving every other Broker ReciprocitySM Subscriber in the RASM MLS permission to advertise my active MLS listings on its own web site, subject to the Rules and Regulations of the RASM MLS. I understand that other BRSs are not obligated to display my listings. I authorize RASM MLS to distribute my active listing data to other Broker ReciprocitySM Subscribers pursuant to its Rules and Policies.

MY FIRM IS NOT A BROKER RECIPROCALITYSM SUBSCRIBER. I understand that this means that other Broker ReciprocitySM Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the Broker ReciprocitySM program of the RASM MLS. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

Signature of Participant

Date

GENERAL OFFICE INFORMATION – PLEASE COMPLETE

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE: _____

COMPANY FAX: _____

COMPANY E-MAIL : _____

COMPANY WEB SITE: _____

Would you like to receive association communications and publications sent via fax, mail and e-mail?

___ yes, ___ no.

MULTIPLE LISTING SERVICE AGREEMENT

Effective Date: _____

This Multiple Listing Service Agreement ("Agreement") is made and effective as of the Effective Date set forth above between REALTOR Association of Southern Minnesota, Inc., a Minnesota Corporation ("MLS"), and the brokerage firm identified on the last page of this agreement ("Member Firm"). In consideration of the mutual covenants contained in, and intending to be legally bound by, this Agreement the parties agree as follows.

1. Definitions and usage.

(a) Definitions.

"MLS Affiliates" means MLS and its officers, directors, employees, agents, representatives, licensors and shareholders.

"MLS Database" means all data available to Member Firm on the MLS System, including the Member Firm Contribution and all other text, binary, and photographic image data and the compilation thereof.

"MLS Policies" means MLS's bylaws, standard operating procedures, and rules and regulations, and any other governing document duly adopted by MLS, as MLS amends them from time to time; a copy of which Member Firm hereby acknowledges having received.

"MLS Service" means the services MLS provides to Member Firm under this Agreement and similar services MLS provides to third parties under similar agreements, including any access or license to the MLS Software, the MLS Database, and the MLS System.

"MLS Software" means MLS's proprietary web browser interface to the MLS System.

"MLS System" means the aggregate of all hardware and telecommunications systems that MLS maintains in order to make access to the MLS Database available to Member Firm.

"Member Firm Affiliates" means Member Firm and its employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

"Member Firm Contribution" means all data that the Member Firm Affiliates submit, contribute, or input in the MLS System, including text, binary, and photographic image data.

"Saved Information" means information that Member Firm Affiliates store in the MLS System for their own later use that is not intended by them to be available to MLS's other customers, including client prospect and contact information.

(b) **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(i) Wherever the term "including" is used, it means "including, but not limited to."

(ii) The singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable.

(iii) Wherever the term "law" is used, it means all statutes, regulations, and case law, both state and federal, as they are amended. Without limiting the generality of the foregoing, "law" expressly includes all state and federal fair housing statutes and regulations.

2. Association membership and Code of Ethics.

Member Firm's rights under this Agreement are subject at all times to Member Firm's continuing membership in the REALTOR Association of Southern Minnesota, Inc., and adherence to the Code of Ethics of the National Association of REALTORS ("**Code of Ethics**").

3. MLS's obligations.

(a) **ID and password.** MLS shall provide one unique user ID and password to each of the Member Firm Affiliates that is authorized to obtain access to the MLS Service by virtue of this Agreement and other license and access agreements. The user ID and password will provide Member Firm access to all data and functions in the MLS Service to which Member Firm is entitled under the MLS Policies. MLS makes no warranties, however, that the MLS Service will be available at all times.

(b) **Protect Saved Information.** MLS shall make commercially reasonable efforts to make Saved Information available only to Member Firm Affiliates.

4. Member Firm acknowledgments.

(a) **Modifications to service.** MLS may, but is not required to, modify the MLS Service, including removing information and making additional information available, and adding and removing system functions.

(b) **Editorial control.** MLS is not required to, and does not, review, edit, or exercise editorial control over the MLS Database or the Member Firm Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, MLS may take any steps necessary in its judgment, including deleting the Member Firm Contribution or portions of it, to avoid or remedy any violation of law or infringement of intellectual property right.

(c) **Conditions of service.** Member Firm's continued compliance with all the terms of this Agreement is a condition to each and every performance of MLS hereunder.

(d) **Saved Information.** Saved Information may not always be available to Member Firm and may become available to unauthorized persons. MLS is not liable for unauthorized access to or loss of Saved Information; Member Firm is responsible for retention of information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

(e) **Disclosure to third parties.** MLS reserves the right to distribute to third parties certain non-confidential information about Member Firm, including Member Firm's name, telephone number and electronic and mailing addresses. MLS reserves the right to distribute to third parties aggregated information about MLS customers' use of the MLS Service, but not about Member Firm's use specifically.

(f) **Disclosure to government.** Member Firm acknowledges that MLS may provide government agencies access to the MLS Service at any time in MLS's sole discretion.

(g) **Member Firm access before Member Firm Affiliates.** Member Firm must enter into this Agreement before any other Member Firm Affiliate may obtain access to the MLS Service. Subscriptions of other Member Firm Affiliates are dependent on this Agreement; any termination or suspension of this Agreement will result in termination or suspension of dependent Member Firm Affiliate agreements.

(h) **Data display.** The MLS Policies limit the extent to which Member Firm may disclose the MLS Database or portions thereof to anyone who is not a customer of MLS. Violation of this policy will subject Member Firm to immediate termination of this Agreement.

5. Member Firm's obligations.

(a) **Use limited.** Member Firm shall use the MLS Service solely for the purpose of selling, listing, and leasing real estate. Except as expressly provided in this Agreement, Member Firm shall not copy, create derivative works of, distribute, or display the MLS Service, the MLS Database, or any part of them.

(b) **Confidentiality.** Member Firm shall maintain the confidentiality of its user ID and password. Member Firm shall ensure that Member Firm Affiliates maintain the confidentiality of their user IDs and passwords and that no one but authorized Member Firm Affiliates obtains access to the MLS Service or any part of it. Failure to comply with this provision may result in a significant fine, as set forth in the MLS Policies.

(c) **Equipment.** Member Firm shall acquire and maintain all computers, modems, telecommunications connections, and computer software, other than the MLS Software, necessary for Member Firm's use of the MLS Service.

(d) **Member Firm representations.** Member Firm shall not make any representations or warranties to any third party regarding the MLS Service or any part of it; Member Firm may, however, republish verbatim any description of the MLS Service that MLS publishes. Without limiting the generality of the foregoing, Member Firm agrees not to employ any business name or Internet domain including the phrase "MLS" or "multiple listing service" as these phrases cause confusion as to the roles of MLS and Member Firm.

(e) **Disclosures to third parties.** Member Firm shall not knowingly publish or disclose any information about MLS or the MLS Service to any competitor or potential competitor of MLS.

(f) **Member Firm Contribution.** When making a Member Firm Contribution to the MLS Service, Member Firm shall ensure that the information submitted complies with the MLS Policies with regard to required data fields; format of submission; and procedures for submission.

(g) **Member Firm Affiliate agreements.** Member Firm acknowledges that each Member Firm Affiliate other than Member Firm shall enter into a separate license and access agreement with MLS before obtaining access to the MLS System or MLS Database; and MLS may amend such license and access agreements in accordance with the MLS Policies.

(h) **Member Firm Affiliate supervision.** Member Firm shall ensure that all Member Firm Affiliates comply at all times with

the MLS Policies, the Code of Ethics, and applicable laws. Member Firm is liable for any Member Firm Affiliate's breach of any agreement between Member Firm Affiliate and MLS relating to the MLS Service and any violation of the MLS Policies as if Member Firm itself had committed it.

(i) **List of Member Firm Affiliates.** Member Firm shall provide to MLS a current list of all of Member Firm Affiliates; Member Firm shall inform MLS in writing of any change in the Member Firm Affiliates within 24 hours of the change.

(j) **Accurate information.** Member Firm shall use reasonable care to ensure the accuracy of the Member Firm Contribution and its compliance with all laws. Member Firm shall ensure that any changes to the Member Firm Contribution are made on the MLS System within 24 hours or within such other time as MLS shall provide in the MLS Policies.

6. Intellectual property.

(a) **Work for hire; assignment from Member Firm.** The Member Firm Contribution to the MLS Database, which is a collective work, shall be deemed a work made for hire and MLS its author for copyright purposes. To the extent any portion of the Member Firm is not or cannot be deemed a work made for hire, Member Firm hereby assigns to MLS all right, title, and interest in any copyrights of Member Firm in the Member Firm Contribution; Member Firm warrants that it has the authority to make this assignment. Member Firm further warrants that the Member Firm Contribution does not infringe on the copyright or other intellectual property rights of any third party; and Member Firm has the written consent of any party necessary to provide the Member Firm Contribution to MLS. MLS agrees during the term of this Agreement not to license, sublicense, or assign MLS's copyright interest in the Member Firm Contribution, or distribute the Member Firm Contribution, to any third party that is not a real estate brokerage or appraisal subscriber to the MLS Service, unless Member Firm has granted permission for such a license, sublicense, assignment, or distribution.

(b) **License to Member Firm Contribution.** MLS hereby grants Member Firm a perpetual, royalty-free, worldwide, non-exclusive, license to reproduce, distribute, display, and make derivative works of the Member Firm Contribution, including the right to sublicense these rights to others through multiple tiers; provided, however, that this license is suspended if Member Firm is delinquent in payment of any fees or charges due MLS.

(c) **Other licenses.** MLS hereby grants Member Firm a license to use the MLS Software and the MLS Database (excluding the Member Firm Contribution) (collectively, the "Licensed Materials"), subject to the following terms:

(i) **Scope.** License to the Licensed Materials is personal, non-exclusive, non-transferable, and royalty-free. Member Firm may use the Licensed Materials only to the extent expressly permitted by this Agreement and the MLS Policies and only to deliver real estate brokerage or appraisal services to Member Firm's bona fide customers.

(ii) **Duration.** The licenses to the Licensed Materials terminate upon termination of this Agreement.

(iii) **Restrictions:** All uses of the Licensed Materials not expressly authorized in this Agreement and the

MLS Policies are prohibited, including (A) assigning, timesharing, selling, leasing, lending or renting the Licensed Materials or access to the MLS Database; (B) causing or permitting the reverse engineering, reformatting, recasting, disassembly or decompilation of the Licensed Materials; and (C) disclosing, demonstrating and displaying the Licensed Materials to anyone.

(iv) **Title.** Title to the Licensed Materials remains at all times in MLS and its licensors and shall not pass to Member Firm.

7. Fees and payment terms.

(a) **Applicable fees.** Member Firm shall pay the fees set forth in MLS's schedule of fees.

(b) **Payment terms.** Fees are due and payable on the first day of each payment period for that period's services. MLS shall provide notices of non-payment on the fifth day of each payment period; if Member Firm has not paid in full by the tenth day of the payment period, MLS may suspend or terminate this Agreement without further notice to Member Firm.

(c) **No refunds.** MLS need not refund or pro-rate fees in the event of termination or suspension of this Agreement.

(d) **Taxes.** All fees for the MLS Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Member Firm shall pay all such taxes and levies other than any tax or levy on the net income of MLS.

(e) **Fee increases.** MLS may amend its schedule of fees at any time at its sole discretion. MLS shall provide written notice to Member Firm at least thirty days in advance of the effective date of any fee increase. If Member Firm objects to the increase, Member Firm may terminate this Agreement by written notice to MLS at any time before the effective date of the increase.

(f) **Liability for Member Firm Affiliate fees.** Member Firm is liable to MLS for periodic fees for each and every Member Firm Affiliate according to the schedule of fees.

8. Term and termination.

(a) **Term.** This Agreement shall continue on a month-to-month basis subject to the Member Firm's payment of fees and compliance with this Agreement and the MLS Policies.

(b) **Termination for breach.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. The termination shall become effective upon the expiration of three days after written notice thereof if the breach or nonperformance has not then been remedied.

(c) **Termination for breach of MLS Policies.** MLS may terminate this Agreement without notice if Member Firm fails to comply with the MLS Policies.

(d) **Termination without breach.** Either party may terminate this Agreement in its sole discretion, with or without cause, upon thirty days' written notice to the other.

(e) **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (i) MLS shall deactivate Member Firm's user ID and password, and Member Firm shall have no further access to the MLS Service; (ii) Member Firm shall purge all copies of the MLS Software and the MLS Database (except the Member Firm Contribution) from Member Firm's personal computers; and (iii) all licenses granted hereunder, except the license set forth in Section 6(b), shall immediately terminate.

(f) **Termination of Member Firm Affiliates.** Upon termination of this Agreement, the license and access agreements of all other Member Firm Affiliates shall also immediately terminate.

9. Disputes and remedies.

(a) **Injunctive relief.** Member Firm acknowledges and agrees that the MLS Software and MLS Database are confidential and proprietary products of MLS and that in the event there is an unauthorized disclosure of them by Member Firm, no remedy at law will be adequate. Member Firm therefore agrees in the event of such unauthorized disclosure of MLS Software or MLS Database, MLS may obtain injunctive relief or other equitable remedies against Member Firm in addition to all available remedies at law.

(b) **Dispute resolution.** Except as provided in Section 8(d), any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures, the Optional Procedures for Large Complex Commercial Disputes, and the Optional Rules for Emergency Measures of Protection, where applicable (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless all parties to the dispute agree otherwise, any arbitration, hearing, or proceeding hereunder shall be held in _____ County, Minnesota, except that it may be held by telephone where the Arbitration Rules expressly permit. Neither party shall disclose the existence or substance of any dispute between them subject to arbitration to any third party. Member Firm agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the courts of the State of Minnesota sitting in _____ County.

(c) **Liquidated damages.** Member Firm acknowledges that damages suffered by MLS from access to the MLS Service by an unauthorized third party as a result of disclosure of Member Firm's password or an unauthorized disclosure by Member Firm of the MLS Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MLS to enter into this Agreement with Member Firm, Member Firm agrees in the event any disclosure of Member Firm's password results in access to the MLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Member Firm shall be liable to MLS for liquidated damages in the amount of the greater of \$5,000 or the amount established in the MLS Policies and termination of this Agreement; and in the event Member Firm makes unauthorized disclosure of any portion of the MLS Database to any third party, Member Firm shall be liable for liquidated damages in the amount of the greater of \$1,000 or

the amount established in the MLS Policies for each real estate listing disclosed and termination of this Agreement.

(d) **Legal fees.** In the event of legal action or arbitration between MLS and Member Firm, or MLS and any Member Firm Affiliate, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorney's fees, costs and expenses. If MLS is the prevailing party in an action against a Member Firm Affiliate, Member Firm shall be obligated to pay these costs on the Member Firm Affiliate's behalf.

10. Disclaimer, limitation of liability, and indemnification.

(a) **DISCLAIMER OF WARRANTIES.** MLS PROVIDES THE MLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MLS SERVICE ARE AT THE SOLE RISK OF MEMBER FIRM. THE MLS AFFILIATES DO NOT WARRANT THAT THE MLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE MLS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE MLS SERVICE. THE MLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** NONE OF THE MLS AFFILIATES SHALL BE LIABLE TO MEMBER FIRM OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE MLS SERVICE, INCLUDING RELIANCE BY ANY MEMBER FIRM AFFILIATE ON ANY INFORMATION OBTAINED THROUGH USE OF THE MLS SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE MLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE MLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

(c) **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL THE LIABILITY OF THE MLS AFFILIATES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT

EXCEED THE AGGREGATE AMOUNT PAID BY MEMBER FIRM HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

(d) **Indemnification.** Member Firm shall defend, indemnify and hold the MLS Affiliates harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the MLS Affiliates arising from any acts of Member Firm Affiliates, including (i) putting inaccurate information into the MLS Service; (ii) making unauthorized use of Member Firm Affiliate's password; (iii) making unauthorized use of the MLS Database; (iv) infringing any proprietary or contract right of any third party; and (v) violating any agreement or law.

(e) **Acknowledgment.** Member Firm acknowledges that MLS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

11. Miscellaneous.

(a) **No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, MLS and Member Firm, and this Agreement shall not create or be construed to create any rights in any other Member Firm Affiliate, home owner, home seller, home purchaser, board or association, or other third party.

(b) **Interpretation and amendment.** This Agreement may not be amended except by written instrument executed by both parties. Should any purchase order, confirmation or acknowledgment of Member Firm contain additional or different terms, those terms shall be considered proposals by Member Firm which are hereby rejected.

(c) **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Member Firm. Any purported assignment or delegation in contravention of this section is null and void *ab initio*.

(d) **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

(e) **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota applicable to contacts made and performed in Minnesota, notwithstanding its choice of law provisions.

The parties witness their covenants in this Agreement by setting their signatures below.

Signature of Member Firm officer

Print name

Member Firm name

Address

Telephone / Fax



REALTOR® ASSOCIATION OF SOUTHERN MINNESOTA

AGENT DATA WORKSHEET

NAME: _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

HOME ADDRESS: _____
(STREET) (CITY) (STATE) (ZIP)

HOME PHONE: _____ **CELL PHONE:** _____

OFFICE NAME: _____

OFFICE ADDRESS: _____
(STREET) (CITY) (STATE) (ZIP)

E-MAIL ADDRESS: _____

BIRTH DATE: ___ / ___ / ___

REAL ESTATE LICENSE # _____ **LICENSE DATE:** ___ / ___ / ___

AGENT DESIGNATION(S): GRI___ CRS___ CRB___ ABR___ OTHER_____

RASM USE ONLY

RASM MEMBER _____ MLS MEMBER _____ BOTH _____

DATE ENTERED (NRDS): ___/___/___ AGT. TYPE: _____ AGT. STATUS: _____

PASSWORD: _____ SECURITY LEVEL: _____ AGT GET CD? _____

AGENT NRD# _____ OFFICE NRD#: _____

ASSN DUES PAID TO: _____ DATE: _____

DATE ORIENTATION ATTENDED ___/___/___

LOCK BOX KEY #: _____ - _____ ASSIGNED: ___/___/___ DEPOSIT: \$ _____

STAT: \$ _____ NAR: \$ _____ IMAG: \$ _____ LOCL: \$ _____
State Dues Nat'l Dues Ad Campaign Local Dues & App.



REALTOR® ASSOCIATION OF SOUTHERN MINNESOTA

MLS SECURITY AGREEMENT BROKER / AGENT

MLS computer passwords are distributed exclusively to those brokers and their agents who are members of the Southern MN MLS and the REALTOR® Association of Southern Minnesota, or any other REALTOR® Association, and those REALTOR® agents associated with them. These passwords are **not** to be distributed, loaned or given to any other individual. Violations of this policy are to be promptly reported to the MLS Committee in writing. Fines for giving out code words to **anyone** are:

1st Offense:	\$1,000.00
Subsequent Offenses:	Additional fine and subject to suspension or termination by the Board of Directors of the REALTOR® Association of Southern Minnesota.

I agree to abide by the rules and regulations concerning MLS Computer Passwords. I understand that if I violate this policy, I will be subject to the above listed fines.

Signatures below acknowledges understanding of RASM rule effective 9/1/15 that failure to report a license transfer within 2 business days will result in a fine of \$1,000.00 to the brokerage and \$500.00 fine to the agent. Fines will double for repeat offenses.

Date: _____

Agent Signature: _____

Broker Signature: _____

Company: _____



REALTOR® ASSOCIATION OF SOUTHERN MINNESOTA

AGENT AUTHORIZATION LEVEL PARAGON

As Broker, I authorize that that the following agent licensed with my firm be allowed Paragon access to perform the following functions.

_____ User has full access to system except Input / Maintenance functions and can perform a Firm Inventory of their own listings.

_____ User has full access to system and may access the Input / Maintenance functions for their own listings.

_____ User may enter and maintain any listings in their office and perform a Full Firm Inventory.

AGENT NAME: _____

FIRM NAME: _____

BROKER SIGNATURE: _____

DATE: _____

REALTOR® ASSOCIATION OF SOUTHERN MINNESOTA, INC.
MULTIPLE LISTING SERVICE SUBSCRIBER AGREEMENT

Effective Date: _____

This REALTOR Association of Southern Minnesota Multiple Listing Service Subscriber Agreement (“Agreement”) is made and effective as of the Effective Date set forth above between REALTOR Association of Southern Minnesota, Inc., a Minnesota Corporation (“MLS”), and the natural person designated “Subscriber” on the last page of this Agreement (“You” or “Subscriber”); Subscriber is affiliated with the MLS member firm designated as “Member Firm” on the last page of this Agreement (“Member Firm”). In consideration of the mutual covenants contained herein, and intending to be legally bound by this Agreement, the parties agree as follows.

1. MLS’s obligations.

In consideration of Your payment of fees (or payment of them on Your behalf by Member Firm) and compliance with rules, regulations, and procedures of MLS (the “MLS Rules”), MLS makes the contents of its web site and any other delivery medium MLS employs to deliver content to You (collectively, the “MLS Service”) available to You and licenses it to You, subject at all times to the terms and conditions of this Agreement.

2. Intellectual property.

(a) **Assignment.** You agree to assign and hereby do assign to MLS all right, title, and interest in the copyrights in all original text and photographs that You submit to the MLS Service (“Your Contribution”); to the extent possible, Your Contribution shall be deemed a contribution to MLS’s collective work, a work made for hire, and MLS its author for purposes of copyright law. You acknowledge that You have no claim to copyrights in the factual or non-creative information (“Factual Content”) that You submit to the MLS Service. You warrant that you have the authority to make this assignment and that Your Contribution does not infringe on the copyright or other intellectual property rights of any third party.

(b) **License.** MLS hereby grants You during the term of this Agreement a revocable, limited, nonexclusive license to duplicate, distribute and display compilation, original text and photographs (“Creative Content”) from the MLS Service, subject to the limitations set forth in this Agreement and in the MLS Rules. MLS grants a nonexclusive license and not an exclusive license or assignment. All rights not expressly granted in this Agreement are reserved.

3. Your obligations and acknowledgements.

(a) **Use limited.** You may use the MLS Service and the Creative Content and the Factual Content on the MLS site solely for the purpose of selling, listing, leasing, and appraising real estate. Your license to use the Creative Content is immediately revoked, without notice from MLS, in the event that You (i) use the Creative Content or the Factual Content for any purpose other than the one set forth in the first sentence of this Section 3(a); (ii) violate the MLS Rules; (iii) disclose any of the Creative Content or Factual Content available on the MLS Service to any third party; or (iv) disclose Your user ID or password to any third party.

(b) **Permitted disclosures.** The foregoing section notwithstanding, You may, during the term of this Agreement (i) Disclose the Creative Content and Factual Content to consumers for their non-commercial use to the extent permitted

by the MLS Rules; and (ii) Disclose Your Contributions to any party for any purpose approved by Member Firm.

(c) **MLS Rules subject to change.** The current version of the MLS Rules is available from the MLS office and is incorporated into this Agreement by reference. MLS may in its sole discretion amend and revise the MLS Rules upon 30 days’ notice to Member Firm or to You.

(d) **Confidentiality.** You shall maintain the confidentiality of Your user ID and password. You may not provide Your user ID and password to any other person, including your own assistants and employees (each such person must obtain his/her own ID and password from MLS).

(e) **Editorial control.** MLS is not required to, and does not, review, edit, or exercise editorial control over the MLS Service or Your Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, MLS may take any steps necessary in its judgment, including deleting Your Contribution or portions of it, to avoid or remedy any violation of law or infringement of intellectual property right.

4. Fees.

This Agreement is at all times conditioned upon Your payment and payment by Member Firm of the fees set forth by MLS in its current schedule of fees. Failure to pay all fees will result in immediate termination of this Agreement and of all accesses and licenses hereunder, without notice to You from MLS.

5. Term and termination.

(a) **Term and termination.** This Agreement shall continue until (i) You cease to be affiliated with Member Firm; (ii) Member Firm ceases to have a valid and active membership agreement with MLS; (iii) Member Firm or You fail to pay fees attributable to You according to MLS’s fee payment policies; or (iv) MLS terminates this Agreement by giving You notice.

(b) **Computer EULA.** You hereby agree that MLS may, in its sole discretion, condition future access to its online services on your execution of an End-User License Agreement (“EULA”). This Agreement shall be terminated and superseded by any EULA You enter into with MLS. You hereby agree that Your assent via electronic means to any EULA shall function as Your signature on it and shall be fully binding on You.

(c) **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (i) MLS shall deactivate Your user ID and password, and You shall have no further access to the MLS Service; (ii) You shall purge all copies of the MLS software, the Factual Content, and the Creative Content from

Your personal computers; and (iii) all licenses granted hereunder shall immediately terminate.

6. Disputes and remedies.

(a) **Injunctive relief.** You acknowledge and agree that the Factual Content and Creative Content are confidential and proprietary products of MLS and that in the event You make an unauthorized disclosure of them, no remedy at law will be adequate. You therefore agree in the event of such unauthorized disclosure that MLS may obtain injunctive relief or other equitable remedies against You in addition to all available remedies at law.

(b) **Legal fees.** In the event of any legal action, arbitration, or informal dispute resolution proceeding (an "Action") between You and MLS on account of or in respect to this Agreement, the prevailing party in the Action shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the Action.

(c) **Liquidated damages.** You acknowledge that damages suffered by MLS from access to the Factual Content or Creative Content by an unauthorized third party as a result of disclosure of Your password or Your unauthorized disclosure of the Factual Content or Creative Content to a third party would be speculative and difficult to quantify. Accordingly, and as a material inducement to MLS to enter into this Agreement, You agree that if any disclosure of Your password results in access to the Factual Content or Creative Content by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, You shall be liable to MLS for liquidated damages in the amount of the greater of \$5,000 or the amount established in the MLS Rules and termination of this Agreement; and if You make unauthorized disclosure of any portion of the Factual Content or the Creative Content to any third party, You shall be liable for liquidated damages in the amount of the greater of \$1,000 or the amount established in the MLS Rules for each real estate listing disclosed and termination of this Agreement.

7. Disclaimer, limitation of liability, and indemnification.

(a) **DISCLAIMER OF WARRANTIES.** MLS PROVIDES THE MLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE MLS SERVICE AND THE CREATIVE CONTENT AND FACTUAL CONTENT AVAILABLE THROUGH IT ARE AT YOUR SOLE RISK. MLS MAKES NO WARRANTY THAT THE MLS SERVICE WILL BE AVAILABLE ON AN UNINTERRUPTED BASIS. MLS AND ITS PARTICIPANTS AND SUBSCRIBERS MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE MLS SERVICE. MLS EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE MLS SERVICE AND THE CREATIVE CONTENT AND FACTUAL CONTENT AVAILABLE THROUGH IT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** MLS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR

ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE MLS SERVICE AND ANY FACTUAL CONTENT OR CREATIVE CONTENT AVAILABLE ON IT, INCLUDING RELIANCE BY YOU OR ANY CONSUMER ON ANY INFORMATION OBTAINED THROUGH USE OF THE MLS SITE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE MLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE MLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

(c) **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL THE LIABILITY OF MLS ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT YOU HAVE PAID (OR MEMBER FIRM HAS PAID ON YOUR BEHALF) TO MLS IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

(d) **Indemnification.** You will defend, indemnify, and hold MLS harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against MLS arising from any of Your acts, including without limitation (i) putting inaccurate information into the MLS Service; (ii) making or allowing another to make unauthorized use of Your password; (iii) making unauthorized use of the MLS Service, the Creative Content, or the Factual Content; (iv) infringing any proprietary or contract right of any third party; and (v) violating this Agreement or any other agreement or any law.

(e) **Acknowledgment.** You acknowledge that MLS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

8. Miscellaneous.

(a) **Assignment.** You may not assign or delegate this Agreement or any obligations or duties hereunder. Any purported assignment or delegation in contravention of this section is null and void *ab initio*.

(b) **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

(c) **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota applicable to contacts made and performed in Minnesota, notwithstanding its choice of law provisions.

The parties witness their covenants in this Agreement by setting their signatures below. **Subscriber expressly acknowledges having read the disclaimers and limitations of liability set forth in Section 7.**

SUBSCRIBER

Signature of Subscriber

Print name

MEMBER FIRM AUTHORIZATION

I, a principal or officer of Member Firm, authorize this Subscriber to have access to MLS under the terms of this Agreement and the Multiple Listing Service Agreement between MLS and my firm.

Signature of principal or officer

Member Firm name

Print name

Office address (incl. City, State, Zip



REALTOR® ASSOCIATION OF SOUTHERN MINNESOTA

To: REALTOR® Association of Southern Minnesota

MLS USER AGREEMENT
(For MLS access by REALTORS® who are not members of the REALTOR® Association of Southern Minnesota)

Name: _____

Office: _____

Office Address: _____

Board/Association where Primary Membership is held: _____

I agree as a condition of participation in the REALTOR® Association of Southern MN MLS to abide by all relevant Bylaws, Rules and Regulations, Policies and Procedures and other obligations of participation. I further agree to be bound by the Code of Ethics on the same terms and conditions as board/association members as established in the Code of Ethics and Arbitration Manual, 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 suspension or termination of MLS rights and privileges.

SIGNATURE OF USER

DATE

Note: If the Board intends to discipline MLS Users and/or Subscribers directly, each User and/or Subscriber must sign this form in the space provided. Please refer to Parts 12 or 15, Section 7.1 of the Handbook on Multiple Listing Policy, for information on establishing authority to impose discipline on non-principal users and subscribers affiliated with MLS Participants.



REALTOR® ASSOCIATION OF SOUTHERN MINNESOTA

ADMINISTRATIVE DATA WORKSHEET

Note: This form is to be completed by Office Staff requesting access to the MLS system Database.

DATE: _____

1. NAME: _____
(Last Name) (First Name) (Middle Initial)

2. OFFICE NAME: _____

3. OFFICE ADDRESS: _____

4. CITY: _____ 5. STATE: _____ 6. ZIP: _____

7. OFFICE PH: _____ 8. OFFICE FAX: _____

9. POSITION: _____

10. E-MAIL ADDRESS: _____

11. DO YOU HOLD A REAL ESTATE LICENSE? _____

IF SO, INDICATE LICENSE NUMBER: _____

IF SO, ARE YOU CURRENTLY SELLING OR LISTING PROPERTY? _____

13. BROKER'S SIGNATURE: _____

(RASM OFFICE ONLY)

Password _____ Security Level _____ Date Assigned _____

Type _____ Status _____

2115 Rolling Green Lane, North Mankato, MN 56003
507-345-6018 Fax: 507-345-5225 www.rasminfo.com



MLS SECURITY AGREEMENT OFFICE STAFF

MLS computer passwords are distributed exclusively to those brokers, their agents and office staff who are members of the Southern MN MLS and the REALTOR® Association of Southern Minnesota. These passwords are **not** to be distributed, loaned or given to any other individual. Access is only for purposes directed by the Broker for Real Estate business. Access is **not** allowed for personal use or for personal information. Violations of this policy are to be promptly reported to the MLS Committee in writing. Fines for giving out code words to **anyone** are:

1st Offense:	\$1,000.00
Subsequent Offenses:	Additional fine and subject to suspension or termination by the Board of Directors of the REALTOR® Association of Southern Minnesota.

Failure to report within 2 business days admin staff terminating a brokerage employment will result in a \$1,000.00 fine to the broker per violation.

I agree to abide by the rules and regulations concerning MLS Computer Passwords. I understand that if I violate this policy, I will be subject to the above listed fines.

Date: _____

Signature: _____

Company: _____

Broker Signature: _____