

MetroList Services, Inc. SUBSCRIBER APPLICATION PROCEDURES Central Valley Administrative Center

Thank you for inquiring about participating in MetroList Services, Inc. (MLS). Outlined on this cover sheet are our Subscriber application procedures.

The following items MUST BE RECEIVED in order to process your application request:

Application: Must be fully completed and <u>signed</u> by your office Broker/Participant or authorized signer in order to be processed.
California Bureau of Real Estate License: You must be actively listed on the BRE website (www.bre.ca.gov) to be eligible for membership in either CVAR or MLS. Please note that the office information listed on the MetroList application must match your BRE record.
Picture ID: A copy of your picture ID (driver's license, passport, etc.).
Lockbox Key Agreement: If requesting an ActiveKey or to cooperate an existing key issued by your primary MLS, a completed KeyBox System Use and Sublease Agreement is required. Please be sure to indicate what 4-digit pin code you would like assigned to your key.
Payment: Includes Application Start-Up and quarterly fees. Payment must be collected in order to complete the application process.

IMPORTANT NOTES: Access to MetroList Services requires that Applicants must either appear in person at any MetroList Administrative Center or submit a notarized application. ActiveKey's may only be issued in person.

You may fax, hand-carry or mail your application package to the Administrative Center of your choice.

Please contact the Administrative Center to expedite your application request or to inquire about their specific processing hours.

Central Valley Association of REALTORS®, 16980 S. Harlan Road, Lathrop, CA 95330 209-858-1700 | fax: 209-858-1709 | staff@cvar.org





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Participant/Subscriber Application
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For MLS Use Only
Member Num.
Office Num.
Assoc. Code

Applicant	First Name (As shown on BRE license) Middle I	nitial	Last Name				
Information							
	Home Street Address						
	City	State <u>CA</u>	Zip Code + Fοι	ır			
Company/ Office	Office Name						
Information	Office Street Address						
	City	State <u>CA</u>	Zip Code + Fou	ır			
	Office Mailing P.O. Box/Street Address						
	City	State <u>CA</u>	Zip Code + Fοι	ır			
	Office Phone	Office Fax _					
Applicant	Preferred Mailing Address: O Home O Of	fice Prefer	rred Fax Number:	Office O Personal			
Contact Information	Office Phone						
	Home Phone	_					
	I want the following telephone numbers to appear	on my listings:	:				
	Primary Phone Secondary Phone						
	Email Address						
Required For Identification	Date of Birth / /						
Purposes	SSN	Driver's License	e Number				
	Mother's Maiden Name Place of Birth						
License	BRE License Number		BRE License Expires	1 1			
Information	BRE Corporate License Number		BRE License Expires	1 1			
	BREA Appraiser License Number		BREA License Expires	1 1			



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License Information continued	I am a (select one) :	0	Broker Salesperson	0	Licensed Appraiser Appraiser in Training					
continued	And, I am (select one) :	000000	a Broker Particip an Appraiser Par an employee or a a sole proprietor a general partner a corporate offic	rticipan an inde	nt pendent contractor affiliated wi	ith a	Broke	r/App	oraiser Partic	cipant
		O If I sele	a non-principal	genera	al partner or corporate officer, t tions:	hen	l unde	rstan	d that I	
	:	2. Hav 3. Hav	ve you been adjudg ve any official sand	ged bar ctions b	ing bankruptcy proceedings? nkrupt within the last 3 years? by a court or other lawful author hin the past 3 years:	Ö	Yes Yes	0	No No	
			Civil rights laws Real estate licen Other laws prohi	_	ws unprofessional conduct	000	Yes Yes Yes	000	No No No	
	l am also a mer	nber of	the following MLS	(s) : _						
	I have belonged	d to the	following MLS(s):							
	(select one	0	I have been disci discipline	iplined	ned by one of the above MLS(s) by one of the above MLS(s), an ned by the BRE or BREA		ave at	tache	ed copies of	the
		0	I have been disc discipline	iplined	by the BRE or BREA, and I hav	e att	ached	Ісор	ies of the	
MLS Rules			ation, I understand ed to the following	_	gree to abide by the MLS Rules,	as f	rom tii	me-to	-time amend	ded,
	a. I have com (4.1 and 4.2	-	he MLS Orientatio	n Prog	ram by reading the MetroList M	LS C	rienta	ition	Program Ma	nual.
	b. I understar	nd that I	must maintain a v	alid, ad	ctive license or certificate at all	time	s. (4.1	and	4.2)	
		I understand that my continued participation in the MLS is dependent on my timely payment of all fees as charged by MetroList. (4.1 and 4.2)				s as				



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MLS Rules continued

- d. If I am an applicant other than a principal, partner or corporate officer of the real estate firm/appraisal firm, then I must remain employed by or affiliated as an independent contractor with a Broker Participant (4.2.1) or employed by an Appraiser Participant. (4.2.2)
- e. I agree to register all Clerical Users (licensed or unlicensed) with the Service. I understand Clerical Users are authorized limited access to the MLS for clerical tasks only and may not perform any activity that requires a real estate license. I also agree that any violation by a Clerical User that have registered with the service can result in discipline to me and ultimate termination of my MLS services. (4.3, 12.12.1 and 14.1.d)
- f. If I am a Broker or an Appraiser Participant, then I must list all licensees and certificate holders and their license numbers that are working under my license and have attached said list. (4.4)
- g. I understand that my participation is not transferable. (4.5)
- h. I agree that I will input or submit to the Service any and all listings and that I will maintain said listings in accordance with the MLS Rules. (7.6)
- i. I understand and agree that I have no ownership or copyrights to the MLS data; that I will preserve the confidentiality of the MLS compilations (including downloaded MLS information); and that I will not share any MLS data nor reproduce any portion of the active listings unless specifically authorized under the MLS Rules. (Sections 11 and 12)
- j. I understand that I will be assigned a unique user name ("Agent ID") by MetroList. I understand that if I permit another person to use my Agent ID for access to the MLS computer system without authorization from MetroList, I will be subject to a fine and/or other disciplinary action up to and including termination of MLS services. I understand that unauthorized access to and/or use of computers, computer systems or computer data, including misuse of my Agent ID, is a crime under California penal code section 502. (12.20)
- k. I understand that all access to the system furnished or permitted under these MLS Rules are furnished without warranty of any kind, either express or implied, and all such warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

I further understand that MetroList will not be responsible for the interruption of, interference with, lessening of or suspension of any of the services or access to the system or to information to be provided hereunder if caused by strikes, earthquakes, lockouts, riots, epidemics, war, government regulation, fire, flood, natural disasters, Acts of God or material shortages, failures, malfunctions or inadequacies of equipment not provided by MetroList, or any other cause not under the control of MetroList, or for material shortages, failures, malfunctions or inadequacies of equipment or software provided by MetroList or any other party during any transition or upgrade from one computer system to another computer system or any computer system upgrade.

I agree that in no event will MetroList be liable to Participants, Subscribers and/or Clerical Users or to any other person for any indirect, special, or consequential damages, including without limitation, any loss of profits or loss of revenues arising out of or in connection with the use or performance of the system operation or other services furnished by MetroList. (12.21)

- I. I will not lend nor make available my Key to any person, even if said person is a Participant or Subscriber or a registered Clerical User; and I fully understand my obligations as a Keyholder in the Keybox System. I understand that if I am an Appraiser Participant or Appraiser Subscriber applicant that I am not eligible to purchase a Keybox; place a Keybox on any property; or use a key to enter a property without the express permission of the owner or listing agent. (Section 13)
- m. I agree that all MLS Rules violations shall be processed in accordance with Section 15 of the MLS Rules. (15)



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Authorization
and
Agreement

I authorize MetroList or its representative(s) to verify any information in this application including contacting any MLS, the BRE, current or past Brokers, Participants, salespersons, Subscribers or business associates. I further authorize any MLS in which I have been a member or Participant or Subscriber to release all membership and disciplinary records to MetroList or its representative(s). I further authorize MetroList or its representative(s) to use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to, slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by MetroList or its representative(s).

I hereby apply for participation as a Participant or Subscriber in the MetroList Services, Inc.("MetroList") Multiple Listing Service ("MLS"). I have read and hereby agree to abide by the MetroList Services, Inc. MLS Rules. I understand that the MLS Rules cited in parentheses () throughout this application refer to sections of the MLS Rules applicable to the questions referenced herein.

I understand and agree that the above statements are in addition to the MLS Rules, to which I have also agreed. Violation of any MLS Rule may result in discipline, fine and ultimate termination of my MLS service. In addition to that, my actions may cause damage to MetroList, which owns the MLS, and that MetroList may pursue their legal remedies against me to recover such damages.

I understand and agree that if I wish to change, modify, or terminate my MetroList MLS Service, I must do so in writing.

I understand that by checking this box, I have read and understood the following: I understand that it is my responsibility to pay my MetroList fees by the given date.

If my MetroList payment is not received by the due date, my services are subject to suspension and may later result in termination.

I understand that it is my responsibility to notify MetroList if any information on this application changes.

I understand that once my services are terminated with MetroList I must go through the application process to reapply and that am subject to Application fees.

Required Signature(s)

I declare under penalty of perjury that the information given in this application is true and correct.

		1 1
Subscriber Signature (Agent/Appraiser/Broker Subscriber)	Print Subscriber Name	Date
		1 1
Participant Signature	Print Participant Name	Date

, CA

Fees Collected

Initial Participation Fee

Note: Future Participation Fees will be billed by MetroList Services, Inc.

Executed at

METROLIST SERVICES, INC. One Time Credit Card Payment Authorization

Name on Card			
Credit Card No			
Exp. Date	_ Billing Zip Code	3-or-4 digit Security Code	
Amount to Charge \$			
Authorized Signature			

This document will be destroyed after processing



Sign Up for

Automatic Credit Card Billing

Pay your MLS fees automatically using the MetroList Automatic Credit Card Service – Best of all there is no additional charge for this service.

With our Automatic Credit Card Service your MLS fees will always be paid on time. MetroList will charge your credit card **automatically** for your MLS fees for the current month on approximately the 5th of each month.

The amount charged to your credit card will include your MLS Participant/Subscriber Fee, the System Use and Key Lease Fee, and any other currently outstanding MLS Fees (i.e. fines, purchases, template fees, voicemail fees). The amount charged might vary from person to person depending upon the services each person receives and the Sales Tax jurisdiction each person is located in. However, your charge will remain the same month to month unless you change the services that you receive.

Sign Up Today By Completing The Form Below!

Once you sign up for the Automatic Credit Card Service, MetroList will stop billing you quarterly in advance for your MLS fees. MetroList accepts VISA, MASTERCARD, AMERICAN EXPRESS, and DISCOVER cards.

Name
Address
City/State/Zip
Credit Card Number
Credit Card 3 or 4 Digit Code
Expiration Date
Signature

Please FAX the completed form to Nancy at (916) 922-1835

MetroList Services, Inc. PO Box 340340 Sacramento, CA 95834