



MLS BROKER PARTICIPANT APPLICATION

South
880 Canarios Court, Ste.
100 Chula Vista, CA 91910
Ofc: 619-421-7811

East
1150 Broadway, Ste.
100 El Cajon, CA 92021
Ofc: 619-570-0333

Central
4340 Genesee Ave. #203
San Diego, CA 92117
Ofc: 858-286-6080

Broker Only Agent/Broker

BROKER INFORMATION:

Broker of Record Name: _____ BOR NRDS# _____

Firm Name: (dba) _____ Firm NRDS# _____

Office Address: _____

Street

Suite #

City

State

Zip

(Phone numbers will appear in listing books, the computer system, and the directory)

Office Phone # (_____) _____ Other Phone # (_____) _____

Office Fax #: (_____) _____ Email Address: _____

DRE License #: _____ Exp. Date: _____ Birthdate: _____
(Copy of License Required)

Residence Address: _____

Street

Apt. #

City

State

Zip

Please check and complete applicable statements:

____ I am an active REALTOR® member of _____ Association of REALTORS®

____ I am not a REALTOR® member of any San Diego County REALTOR® Association.

I hereby apply for Participation in the Multiple Listing Service and certify that the above is correct. I further acknowledge understanding that as a Participant:

- 1) I have received and agree to abide by the Rules and Regulations and all administrative policies. I will observe these Rules with such amendments as may be made hereafter as long as I remain a Participant.
- 2) I am responsible for the security of my agent pass code and will not share or make available to any person.
- 3) I am responsible for the practices of all licensees using my service.
- 4) I must submit all exclusive right and exclusive agency listing profiles to the service for dissemination to the other Participants and may receive listing information filed by all other Participants.
- 5) I agree to pay fees as may be determined for the use (and fines for the misuse) of the service by the broker and any licensee using his service. Reinstating fees and /or termination of service will be incurred on delinquent accounts. All fees must be paid by Participant or Company check.
- 6) I am responsible for notifying the service center in writing of all licensees affiliated under my license and for payment of the participation fees of such licensees.
- 7) I agree to attend MLS Orientation within 90 days of application.
- 8) I agree to notify the Pacific Southwest Association of REALTORS® of any change of address, e-mail or office affiliation not more than 10 days after the change takes place.
- 9) I understand that my MLS dues are **non-refundable**.

Applicant's Initials

Broker of Record Signature _____ Date _____

Broker Participant Applications must be accompanied by a Company/Broker Participant check including the \$250 enrollment fee plus the required service fee.

Additional terms and conditions for MLS applicants: I understand and agree that by becoming and remaining a broker participant or subscriber to the MLS, I agree to abide by the MLS rules, 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.
- B. I agree not to reproduce any portion of the active listings except as provided in the MLS rules.
- C. I agree not to download MLS data except as provided in the MLS rules. I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS rules 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.
- D. 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.
- 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 databases. 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 user's 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 discipline 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 that the Board 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 responsible for these costs.
- H. I agree to notify the Association of any change of address, e-mail, of office affiliation not more than 10 days after the change takes place.
- I. 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 the service. In addition to that, my actions may cause damage to Board/Association, which owns the MLS and the Board may pursue its legal remedies against me to recover such damages.

Applicant's Initials

Arbitration: MLS Subscriber, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other MLS participants and subscribers; or (ii) any other MLS Broker or Appraiser Participant or MLS Subscriber of another Association MLS which shares a common database with this Board/ Association MLS through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Association facilities and in accordance with the Association rules and procedures for arbitration.