

# RVAR/SOMLS DUES & FEES for JOINING in 2023

NAME \_\_\_\_\_ AGENT # \_\_\_\_\_ OFC CODE \_\_\_\_\_

**FOR REALTOR® MEMBERS ONLY:** I understand that I am paying a \$200.00 Application Fee to the Rogue Valley Association of REALTORS®. If I do not complete the onboarding requirements within the prescribed timeframes, I understand that I forfeit the \$200.00 Application Fee and must reapply for membership, pay a new Application Fee, and restart the onboarding process. In addition, I understand that I will not be approved for membership until the onboarding has been completed and that until I am approved for full REALTOR® membership I am granted a provisional membership (see RVAR Bylaws, Article V, Section 2c for explanation of provisional membership).

Signature \_\_\_\_\_

Date \_\_\_\_\_

**RVAR DUES:** (dues will vary based on month joined and whether new licensee or renewing member)

**Local (RVAR)**..... \$ \_\_\_\_\_

**State (OAR)**..... \$ \_\_\_\_\_

**National (NAR)**..... \$ \_\_\_\_\_

NOTE: Your NAR dues include a \$35 mandatory assessment by the National Association of REALTORS® to fund a nationwide public awareness campaign that includes TV network and cable ads highlighting the value a REALTOR® brings to a transaction and stressing the importance of using a REALTOR®.

**Application Fee – REALTOR®**..... \$ **200.00**

**Application Fee – Affiliate**..... \$ **200.00**

**RVAR Reinstatement Fee** ..... \$ \_\_\_\_\_  
 \$50.00 1-30 days; \$100.00 31-90 days; \$200.00 91-365 days

**Miscellaneous** \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL DUE RVAR:** \$ \_\_\_\_\_

Payment Type: \_\_\_\_\_ Check #: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Initials: \_\_\_\_\_

**SOMLS FEES:**

**Activation Fee**..... \$ **30.00**

All new and renewing (if period of inactivation was greater than thirty (30) days) and Subscribers will be charged an activation fee.

**New Participant Fee** ..... \$ **500.00**

**Supra eKey – Processing** ..... \$ **5.00**

**Monthly Access Fee** ..... \$ **57.00**

**Monthly Key Fee (eKey Basic)** ..... \$ **13.00**

**Monthly Key Fee (eKey Professional)**..... \$ **24.00**

**Application Fee** ..... \$ **25.00**

**Miscellaneous** \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL DUE SOMLS:** \$ \_\_\_\_\_

Payment Type: \_\_\_\_\_ Check #: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Initials: \_\_\_\_\_

## APPLICANT INFORMATION SHEET

Fields in "**Bold**" are required.

**First Name** \_\_\_\_\_ **Middle Initial** \_\_\_\_\_ **Last Name** \_\_\_\_\_

**Suffix:**  Jr  Sr  Other \_\_\_\_\_ **Nickname (DBA):** \_\_\_\_\_

**Home Street Address:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_

\_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

Home Mailing Address (if different): \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Birthdate:** \_\_\_\_\_  
Month/Day/Year

**Name of Firm:** \_\_\_\_\_

**Firm Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

\_\_\_\_\_ **Website:** \_\_\_\_\_

Firm Mailing Address (if different): \_\_\_\_\_

**Mail to go to:**  Home  Firm **Preferred Communication from us (not billing\*\*):**  Email  Text

**\*\*NOTE:** All invoices are sent via email unless specifically requested otherwise.

**Oregon Appraisal or Real Estate License #:** \_\_\_\_\_ **First Licensed in Oregon:** \_\_\_\_\_  
Month/Year

**Type of License:**  Broker  Sole Practitioner  Principal Broker  Appraiser  N/A

**Are you currently licensed in another state?**  No  Yes, where? \_\_\_\_\_

**Have you ever been licensed in another state?**  No  Yes, where? \_\_\_\_\_

Number of years engaged in the real estate business in any capacity: \_\_\_\_\_

**Field(s) of Business (Specialties):**  Residential Sales  Commercial Sales  Appraisal  Land Sales  Farm/Ranch

Other (please explain): \_\_\_\_\_

Languages Spoken: \_\_\_\_\_

**Do you have any record of civil judgements imposed within the past seven years involving judgements of civil rights laws, real estate license laws, or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities?**

No  Yes

**Have you been convicted of a felony or other crime within the last seven years?**

No  Yes

**Are you currently a member of another REALTOR® Board or Association?**

No  Yes, where? \_\_\_\_\_

**Have you previously held membership in another REALTOR® Board or Association?**

No  Yes, where? \_\_\_\_\_

If yes to either of the previous two questions:

• What is the date of your most recent Code of Ethics training? \_\_\_\_\_  
Month/Year

• What is your NAR membership (NRDS/M1) #: \_\_\_\_\_

**Have you been found in violation of the Code of Ethics or other membership duties in any Board or Association of REALTORS® in the past three (3) years?**

No       Yes (if yes, at which Association/Board): \_\_\_\_\_

**Do you have any unsatisfied discipline pending?**

No       Yes (if yes, at which Association/Board): \_\_\_\_\_

**Are there any pending ethics complaints against you?**

No       Yes (if yes, at which Association/Board): \_\_\_\_\_

**Are you a party to a pending arbitration request?**

No       Yes (if yes, at which Association/Board): \_\_\_\_\_

**Do you have any unpaid arbitration awards or unpaid financial obligations to another association of REALTORS® or an Association MLS?**

No       Yes (if yes, at which Association/Board): \_\_\_\_\_

**Have you ever been refused membership in any other Board or Association of REALTORS®?**

No       Yes (if yes, at which Association/Board): \_\_\_\_\_

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my Association membership and/or MLS participation/subscription if granted. I further agree that, if accepted I shall pay the fees and dues as from time to time established.

By signing below, I consent that the Rogue Valley Association of REALTORS® and/or Southern Oregon Multiple Listing Service may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to RVAR / SOMLS 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.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_



Jackson County Office:  
625 Franquette Street, Medford 97501  
Josephine County Office:  
558 NE F Street Ste 7, Grants Pass 97526  
Phone: (541) 770-7060  
Website: [roguevalleyrealtors.org](http://roguevalleyrealtors.org)

I, \_\_\_\_\_ (please print), a member in good standing in a REALTOR® Association of my choice, subscribing fully to their Bylaws and Code of Ethics, hereby apply for Subscription in the Southern Oregon Multiple Listing Service, herein referred to as SOMLS.

Upon application, I:

- 1) Agree to conform to and abide by the SOMLS Bylaws and the SOMLS Rules and Regulations, as they are now written or as they may be amended. I further understand and agree that my Subscription in SOMLS may be canceled for non-compliance with said Bylaws and Rules and Regulations and/or for non-payment of fees, fines, or other charges and that non-compliance could result in further sanctions and/or fines per Section 12 of the aforementioned Rules and Regulations.
- 2) Agree to protect the confidentiality of our member/client information and the integrity of SOMLS. Further, I will not give or loan to any non-member any listing information, lockbox key, use of or information from the MLS system or SOMLS website, and/or any other information received from/through SOMLS.
- 3) Agree to adequately familiarize myself with the procedures and regulations of SOMLS and I accept responsibility of abiding by said procedures and regulations.
- 4) Acknowledge and understand that all Subscriber rights and privileges of SOMLS are non-transferable.
- 5) Agree to submit all controversies in matters of conduct arising among SOMLS Participants and/or Subscribers to the Rogue Valley Association of REALTORS® Professional Standards Committee if the Participant or Subscriber whose conduct is in question is a member of said Association.
- 6) Acknowledge that I have access to copies of the SOMLS Bylaws and the SOMLS Rules and Regulations and hereby agree to observe and adhere faithfully to all such provisions.
- 7) Agree to pay the applicable fees upon submission of this application with the understanding that the full amount will be refunded if this application is not approved.

I submit this application along with the Applicant Information Sheet for my Subscription in SOMLS:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Subscriber (Applicant)



Jackson County Office:  
625 Franquette Street, Medford, Oregon 97501  
Josephine County Office:  
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Phone: (541) 770-7060  
Website: [roguevalleyrealtors.org](http://roguevalleyrealtors.org)

## **APPLICATION FOR REALTOR® MEMBERSHIP**

Name: \_\_\_\_\_ Oregon Appraisal or  
Real Estate License #: \_\_\_\_\_

I hereby apply for REALTOR® Membership in the Rogue Valley Association of REALTORS®, hereinafter referred to as "RVAR," and remit the Applicant Information Sheet, annual dues and application fee, which I understand will be returned to me in the event I am not accepted to membership.

Membership in RVAR means that I am also a member of the state association (Oregon REALTORS®) and National Association of REALTORS®. I agree to familiarize myself with and abide by the Code of Ethics of the National Association, which includes the duty to arbitrate (or to mediate), as well as the Bylaws and Policies of RVAR, Oregon REALTORS®, and the National Association of REALTORS®. Further, I agree to complete the triennial Code of Ethics training and reasonable and non-discriminatory written examination, if applicable, on such Code, Bylaws and Policies.

I further agree that I will complete the new member onboarding requirements within the required timeframes confirming my membership. Failure to meet this requirement may result in having my membership terminated.

I consent and authorize RVAR, through its volunteer leadership and/or staff, to invite and receive information and comment about me from any Board/Association where I previously held membership. I agree that any information and comment furnished to RVAR by any Board/Association Member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel, or defamation of character.

I acknowledge that if accepted as a Member and I subsequently resign or am expelled from membership in RVAR with an ethics complaint or arbitration request pending, the Board of Directors may condition renewal of membership on my verification that I will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if I resign or am expelled from membership without having complied with an award in arbitration, the Board of Directors may condition renewal of membership upon my payment of the award, plus any costs that have previously been established as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

Membership is final only upon the approval of the RVAR Board of Directors and may be revoked should completion of any membership requirement not be completed within the timeframe established by the RVAR's Bylaws or Policies and Procedures.

I acknowledge that as a member of the Rogue Valley Association of REALTORS®, I will be licensed to use the REALTOR® trademarks to indicate such membership, and I agree to abide by the rules governing use of those trademarks. I understand that REALTOR® is a federally registered trademark of the National Association of REALTORS® and use of this designation is subject to rule promulgated by the National Association of REALTORS®. Upon termination of my membership from the Rogue Valley Association of REALTORS® for any reason, my license to use the term REALTOR® is automatically revoked and I will immediately discontinue the use of the term REALTOR® and all REALTOR® trademarks, unless I am currently, or until I become, a member of another REALTOR® Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CHANGE FORM – MEMBER**  
 RVAR    and/or     SOMLS

Today's Date \_\_\_\_\_ Effective Date \_\_\_\_\_

Name \_\_\_\_\_ **MLS Agent #** \_\_\_\_\_  
(New members: this number will be assigned to you.)

Office \_\_\_\_\_ **MLS Office #** \_\_\_\_\_  
(New offices: this number will be assigned to you.)

**This individual is:**

- A NEW MEMBER** (If transferring from another association we need a letter of good standing)
- TRANSFERRING FROM ANOTHER OFFICE** (A \$5.00 transfer fee will be charged to the licensee)
- REACTIVATING**
- DELETING FROM THE ABOVE OFFICE**

(Adding or deleting a licensee is not valid without the signature of the  
Designated REALTOR® or Designated Broker of the office noted.)

**PERSONAL INFORMATION CHANGES AND/OR UPDATES**

Home Physical Address (Street, City, State & Zip):

\_\_\_\_\_

Home Mailing Address (If different from Home Physical Address):

\_\_\_\_\_

Mail To (circle one):    Home    Office                      Preferred Contact (circle one):    Mail    Email

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Direct Office Line \_\_\_\_\_ Email \_\_\_\_\_

Name Change \_\_\_\_\_

**Signature(s):**

\_\_\_\_\_  
Designated REALTOR®/Broker (if required)

\_\_\_\_\_  
Licensee

**SOMLS/RVAR Office Use Only:**

**MLS Password** \_\_\_\_\_

**NEW AGENT:** FEES MOM RAP FLEX OREA KEY LTR ORNT SCAN

**TRANSFER:** FEES MOM RAP OREA LIST KEY BL SCAN

**DELETE AGENT:** FEES MOM RAP OREA LIST KEY BL SCAN

**Agent NRDS#** \_\_\_\_\_

**Office NRDS#** \_\_\_\_\_

**Office #** \_\_\_\_\_

IF YOU NEED A COPY OF THIS SUB-LEASE/LICENSE FOR YOUR RECORDS, PLEASE MAKE A COPY.  
ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE/LICENSE. READ THEM BEFORE SIGNING.

### Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into by and between the Organization and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

#### **1. LICENSE AND LEASE**

a. **eKEY Professional or Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.

b. **iBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes"). In addition, Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra for the Term.

c. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from Carrier Fire & Security Americas Corporation ("Supra"), which is necessary for the use and operation of the eKEY ("Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

#### **2. SERVICE**

a. The Software, the equipment incorporated in the iBoxes (if applicable) ("Equipment"); Network; and KIM Database are collectively, "Service."

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

**3. TERM** This Agreement shall commence on the date set forth in the signature block and have a term ("Term") through the date shown on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

#### **4. PAYMENTS**

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.

c. Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. **EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.**

**5. TITLE AND USE** The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

**6. RISK OF LOSS; RETURN OF EQUIPMENT**

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all Software and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. The components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

**7. REPRESENTATIONS AND COVENANTS** Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or Supra in such proceeding.

b. **That neither Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

**8. DEFAULT**

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

**9. RIGHTS AND REMEDIES**

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct Supra to deactivate Keyholder's access to the Service or any component of the Service; (iv) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (v) take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.



**10. ARBITRATION; LITIGATION** Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

**11. NOTICES** All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

**12. TERMINATION**

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

**13. WARRANTY** The Equipment and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

**14. GENERAL PROVISIONS**

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

g. This Agreement shall be governed by the laws of the State in which Organization is located.

h. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

(remainder of page intentionally left blank)

This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

**Sub-Lease/License Agreement – Page 4**

**Southern Oregon Multiple Listing Service, Inc.**

**SIGNATURES:**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

**For Keyholder:**

**For Organization:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Membership Director \_\_\_\_\_

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Agent ID: \_\_\_\_\_

**PARTICIPANT ACKNOWLEDGMENT:**

As a Participant of the Organization, I agree to inform the Organization immediately of the termination or transfer to another firm of any licensee who is a Keyholder affiliated with me. I further agree to be jointly and severally liable with the Keyholder for all costs, fees, and compliance with the terms and conditions as outlined in this Agreement and in the Organization Rules and Regulations in respect to the Service and any other aspect of the Keybox System.

\_\_\_\_\_  
Participant Name (Type or Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature

**TERM OF AGREEMENT:**

The term of this Agreement commences on the date set forth in the signature block and ends on **July 7, 2023** unless terminated earlier as provided in Section 12 of the Agreement.

**LEASED AND LICENSED PRODUCT INFORMATION:**

**Returned Key Serial #:** \_\_\_\_\_

**New Key Serial #:**  eKEY Basic Software: \_\_\_\_\_

eKEY Professional Software: \_\_\_\_\_

## **RVAR/SOMLS STAFF**

		<u><b>EXTENSION</b></u>	<u><b>EMAIL</b></u>
CEO	Tina Grimes	501	tina@roguevalleyrealtors.org
Executive Assistant	Noreen Barrington	504	noreen@roguevalleyrealtors.org
Technology Officer	Loran Hughes	503	loran@roguevalleyrealtors.org
Membership Director	Brooke Simon	502	brooke@roguevalleyrealtors.org
Education Director	Lisa Smyth	509	lisa@roguevalleyrealtors.org
Data Services Director	Fabrun White	507/511	fabrun@roguevalleyrealtors.org
Communications Director	Chris Myron	510	chris@roguevalleyrealtors.org
Bookkeeper	Mason Miller	506	mason@roguevalleyrealtors.org
Administrative Assistant	Andrea Allen	500	andrea@roguevalleyrealtors.org

## **OFFICE INFO**

GENERAL OFFICE EMAIL	info@roguevalleyrealtors.org
JACKSON COUNTY OFFICE PHONE #	541-770-7060
JOSEPHINE COUNTY OFFICE PHONE #	541-414-1511
GENERAL OFFICE FAX #	541-770-7111
WEBSITE	rvar.realtor



## NEW MEMBER ONBOARDING

New member onboarding for the Rogue Valley Association of REALTORS® requires three elements listed below.

### STEP 1

Within the first 30 days, complete the new member online Code of Ethics course from the National Association of REALTORS®. You will need your MI number that was sent in your welcome email. Once you have completed the course, please forward your proof of completion to Brooke at [brooke@roguevalleyrealtors.org](mailto:brooke@roguevalleyrealtors.org).

### STEP 2

ALSO within your first 30 days, you must complete a 2-part Fair Housing Training.

1. Part one is to watch a 20 minute video on the history of Fair Housing from the National Association of REALTORS®.
2. Part two is to complete the Fairhaven simulation training, where you will work against the clock to sell homes in the fictional town of Fairhaven while dealing with Fair Housing related scenarios.

### STEP 3

Within your first 60 days but AFTER you complete steps 1 & 2, you must attend an in-person\* 2 hour New Member Lunch and Learn at the Medford RVAR/SOMLS office (location subject to change). You cannot attend the class until steps 1 & 2 are complete. Please see our schedule and mark your calendar. Lunch will be provided.

### SCHEDULE:

February 16th	August 17th
March 16th	September 20th
April 20th	October 19th
May 18th	November 16th
June 22nd	December 21st
July 20th	

**EACH CLASS GOES FROM 12:00-PM-2:30PM**

\*Virtual attendance will be allowed for those who are located more than 45 miles from the class location\*



**Southern  
OREGON**  
Multiple Listing Service



## NEW SUBSCRIBER ONBOARDING

### NEW SUBSCRIBER ONBOARDING REQUIREMENTS FOR SOUTHERN OREGON MULTIPLE LISTING SERVICE

New subscriber onboarding for Southern Oregon MLS will require a two hour virtual training class within your first 60 days. The virtual training classes are scheduled for the 2nd Wednesday of every month from 10:00am to 12:00pm. Please check the complete 2023 schedule listed below, please mark your calendars.

#### SCHEDULE:

February 8th  
March 8th  
April 12th  
May 10th  
June 14th  
July 12th

August 9th  
September 13th  
October 11th  
November 8th  
December 13th



**CONTACT - Brooke Simon**  
[brooke@roguevalleyrealtors.org](mailto:brooke@roguevalleyrealtors.org) | 541.770.7060