



**BROKER LOAD AGREEMENT**

Subscriber Accepting Individual Broker Load Privilege

This agreement is by and between the Southern Oregon Multiple Listing Service (“SOMLS”) and

Name: \_\_\_\_\_, an active SOMLS Subscriber in good standing (“Broker”).

**DEFINITIONS:** The Participant is the primary principal broker for each firm. While there can be multiple principal brokers in a firm, there is only one Participant per firm. A Subscriber is a real estate licensee either employed by, or is an independent contractor affiliated with, the Participant.

**RECITALS:** Broker acknowledges that the ability to utilize direct control over input and management of their own listings (“Broker Load”) is a privilege of affiliation with an SOMLS Participant who extends the privilege to his/her Brokers. Broker wishes to utilize this privilege and accepts the terms and conditions set forth in this Agreement.

**PERSONAL ASSISTANT:** SOMLS acknowledges that while this agreement is personal to Broker, Broker may employ a personal assistant (licensed or unlicensed) who will be assisting with the data entry. Broker agrees to inform SOMLS if a personal assistant will be performing data entry for Broker and agrees to accept all responsibility for the personal assistant’s compliance with the conditions and terms set forth in this agreement. Broker also agrees to inform SOMLS as soon as reasonably possible if a personal assistant is no longer affiliated with Broker. Broker acknowledges that the personal assistant will have their own login credentials and will be set-up to “Super Use” as Broker in order to Broker Load and at no time shall Broker share their login credentials with the personal assistant.

**DATA ACCURACY AND COMPLIANCE:** Broker acknowledges that all listings entered in the system are subject to the SOMLS Rules and Regulations and agrees to comply with the SOMLS Rules and Regulations, as amended from time to time. Additionally, Broker accepts responsibility for compliance with the SOMLS Rules and Regulations related to listing entry and for accuracy of data entered into the SOMLS system by Broker. SOMLS affirms that Broker and Broker’s Participant will be informed, in a timely manner, of any data inaccuracies or rule violations that could result in a restriction or loss of privilege as outlined in the SOMLS Rules and Regulations.

**CERTIFICATION:** All individuals desiring to Broker Load must complete an online training class, and be certified by SOMLS prior to having access to Broker Load.

**NATURE OF AGREEMENT:** This agreement is personal to Broker and shall continue until (1) inactivation, termination, or change of subscription in SOMLS; (2) voluntary termination of the agreement by Broker; (3) moving to a firm that doesn’t allow individual Broker Load; (4) termination of the Participant’s agreement to extend the privilege; OR (5) termination of the agreement by action of the SOMLS Board of Directors.

**TERMINATION:** Both Broker and Participant acknowledge that, at the discretion of the SOMLS Board of Directors, this agreement may be terminated without notice.

**Broker Verification:** I acknowledge that I have read and understood this agreement in its entirety and am aware of my obligations under this agreement.

\_\_\_\_\_  
Broker Signature

\_\_\_\_\_  
Date

**Participant’s Verification:** I acknowledge that Broker has requested access to Broker Load and will be able to begin utilizing the privilege upon completion of the certification process. Further, I understand that it is ultimately my responsibility to ensure that the data being entered by Broker is accurate and complete in every detail ascertainable.

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

\_\_\_\_\_  
Date

**SOMLS Acknowledgment of Receipt:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_