

## 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: \_\_\_\_\_

# Oregon Data Share, LLC

## Subscriber Agreement

**This agreement is a binding contract and includes terms limiting your legal rights and ODS's liability to you. Consult your attorney before signing if you do not understand any of the terms here.**

**This "Agreement" is made between Oregon Data Share, LLC ("ODS") with offices at 625 Franquette Street, Medford, OR 97501, and you ("You" or "Subscriber"). By signing below, You agree to the following terms and conditions, the ODS Policies and applicable Local MLS Policies.**

WHEREAS, ODS is a collaboration between the Cascades East Multiple Listing Service, Klamath County Association of Realtors®, and Southern Oregon Multiple Listing Service (each a Local MLS as defined below) that provides centralized MLS services;

WHEREAS, Firm is purchasing multiple listing services from a Local MLS listed above, which includes access to ODS Service, and You wish to access to the same;

NOW, THEREFORE, You hereby agree to the following terms and conditions, the ODS Policies and Local MLS Policies.

### DEFINITIONS AND USAGE

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

**Clerical User:** A Clerical User is employed by the Firm to work as office personnel for the firm. For purposes of this Agreement, Clerical Users are unlicensed individuals and when accessing the ODS System, must be supervised by Firm or Participant.

**Firm:** The brokerage or appraisal company with which Participants are affiliated and which has executed a Participant Agreement with ODS.

**Local MLS:** The REALTOR® association, board of REALTORS® or multiple listing service organization through which Firm and Subscribers and Users receive the ODS Service.

**Local MLS Policies:** The then-current bylaws, rules and regulations, and policies and procedures promulgated by Local MLS, as Local MLS amends them from time to time, with or without notice.

**ODS Affiliates:** ODS Affiliates means ODS and its officers, directors, employees, agents, representatives, licensors, shareholders, and LLC members, including Local MLS.

**ODS Database:** All data available to Subscriber on the ODS System, including the Subscriber Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

**ODS Policies:** ODS's then current bylaws, rules and regulations, and policies and procedures promulgated by ODS, as ODS amends them from time to time, with or without notice.

**ODS Service:** The services ODS provides to Subscriber under this Agreement and similar services ODS provides to third parties under similar agreements, including any access or license to the ODS Software, the ODS Database, and the ODS System.

**ODS Software:** ODS's proprietary web browser interface(s) to the ODS System.

**ODS System:** The aggregate of all hardware, software and data connection systems that ODS maintains, or that ODS contractors maintain on its behalf, in order to make access to the ODS Database available to Subscriber.

**Other Participants and Subscribers and Users:** All participants, subscribers, and users of ODS not party to this Agreement, including solely for purposes of this Agreement, Firm's employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

**Participant:** With regard to each office of Firm, the principal broker or appraiser manager that supervises Subscriber's real estate activities and on whose behalf Subscriber conducts those real estate activities.

**Personal Assistant:** A Personal Assistant is an individual employed by Firm or Subscriber working on his/her behalf only or on behalf of his/her real estate team. For purposes of this Agreement, Personal Assistants are unlicensed individuals and when accessing the ODS System, must be supervised by Firm or Subscriber, as applicable.

**Registered Appraiser Assistant:** A Registered Appraiser Assistant is a pre-license designation from the State of Oregon for an individual who is completing the state training requirements to become a licensed appraiser. For purposes of this Agreement, Registered Appraiser Assistants are unlicensed individuals and when accessing the ODS System, must be supervised by Firm, Participant, or Subscriber, as applicable.

**Saved Information:** Information that Subscriber (or User, on Subscriber's behalf) stores in the ODS System for his/her own later use that is not intended by him/her to be available to ODS's Other Participants and Subscribers and Users, including client prospect and contact information.

**Subscriber:** A Subscriber is a real estate licensee or a certified or licensed appraiser either employed by, or is an independent contractor affiliated with, Firm.

**Subscriber Compilation Contribution or "SCC.":** All selection, coordination, and arrangement by Subscriber (or User, on Subscriber's behalf) of listing information submitted, contributed, or input in the ODS System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the ODS System. SCC does not include original text or photographs.

**Subscriber Contribution:** All data that the Subscriber (or User, on Subscriber's behalf) submits, contributes, or inputs in the ODS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the SCC.

**User:** A User is a Personal Assistant, a Clerical User, or a Registered Appraiser Assistant.

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

(a) Wherever the term “including” is used, it means “including, but not limited to.”

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

(c) Wherever the term “law” is used, it means all statutes, regulations, and common 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.

## **ODS’S OBLIGATIONS**

3. ODS or Local MLS shall provide one unique user ID and password to Subscriber. The user ID and password will provide Subscriber access to all data and functions in the ODS Service to which Subscriber is entitled under the ODS Policies and/or Local MLS Policies. ODS may require Subscriber to change Subscriber’s password at any time. ODS makes no warranties, however, that the ODS Service will be available at all times. ODS may use a third party contractor, determined in ODS’s sole discretion, to facilitate its responsibilities under this Agreement.

## **SUBSCRIBER ACKNOWLEDGMENTS**

4. **Modifications to service.** ODS may, but is not required to, modify the ODS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the ODS Service may be subject to agreements other than this Agreement and may require payment of additional fees (“Other Agreements”). For the avoidance of doubt, Subscriber shall be subject to the terms and conditions of this Agreement as well as any Other Agreements for those products and services to which they apply.

5. **Editorial control.** ODS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the ODS Database or the Subscriber Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, ODS may take any steps necessary in its judgment, including deleting the Subscriber Contribution or portions thereof, to avoid or remedy any violation of law, breach of the ODS Policies, Local MLS Policies, or infringement of intellectual property rights. Additionally, ODS shall have the right to alter and/or remove metadata and copyright management information contained in the Subscriber Contribution.

6. **Conditions of service.** Subscriber must be affiliated with Participant and Firm at all times during the term of this Agreement. Subscriber may enter and retrieve active listing information on the ODS Service only if Firm meets the qualifications in the ODS Policies and Local MLS Policies. Subscriber will comply at all times with (a) with the ODS Policies, (b) the Local MLS Policies, and (c) all applicable laws, statutes, ordinances and regulations in performance of their obligations under this Agreement, including the Fair Housing Act (42 U.S.C. §3601 et. seq.) and the Americans with Disabilities Act (42 U.S.C. §12101 et. seq.). Subscriber will ensure compliance with the same by any User, as applicable, including ensuring that any User does not engage in any activity, or access the ODS System in any manner, that requires a real estate license.

7. **Saved Information.** Saved Information may not always be available to Subscriber. ODS is not liable for unauthorized access to or loss of Saved Information. Subscriber is responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. **Personal information and privacy.** Subscriber consents to ODS and Local MLS accessing, processing, transferring, and using Subscriber’s personal information to provide the ODS Service. ODS reserves the right to collect and analyze information about how Subscriber uses the ODS Service. ODS uses third party vendors and contractors in connection with providing the ODS Service. ODS reserves the right to distribute to third parties certain information about Subscriber, including Subscriber’s name and business address, phone number and email address. ODS reserves the right to distribute to third parties aggregated information about Subscriber’s, Firm’s and Other Participants’ and Subscribers’ and Users’ use of the ODS Service, but not about Firm’s or Subscriber’s use specifically.

9. **Disclosure to government.** Subscriber acknowledges that ODS may provide government agencies access to the ODS Service at any time in ODS’s sole discretion.

10. **Priority of agreements.** Subscriber’s access to the ODS Service is subject at all times to the limitations set out in the ODS Policies, Local MLS Policies, and the Participant Agreement between ODS and Firm. In the event of an apparent conflict between those documents and this Agreement, Subscriber’s obligations and rights shall be determined, in order of precedence, by the ODS Policies, Local MLS Policies, the Participant Agreement between ODS and Firm, and then by this Agreement.

11. **IDX and VOW data access subject to separate agreement; third-party TOU.** Subscriber acknowledges that access to ODS’s IDX or VOW database and data feeds can occur only upon execution of a separate written agreement between ODS, Participant, and Subscriber, as applicable. Subscriber acknowledges that access to third-party software offered via ODS Service may be subject to separate third-party terms of use (“Other TOUs”). For the avoidance of doubt, Subscriber shall be subject to the terms and conditions of this Agreement as well as any Other TOUs for those products and services to which they apply.

## **SUBSCRIBER’S OBLIGATIONS**

12. **Use limited; Compensation Disclaimer.** Subscriber shall use the ODS Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate strictly as permitted by the ODS Policies and/or Local MLS Policies. Except as expressly provided in this Agreement and the ODS Policies and/or Local MLS Policies, Subscriber shall not copy, create derivative works of, distribute, perform, or display the ODS Service or any part of it. Subscriber acknowledges the following statements and may not communicate with any consumer in any manner that contradicts any of the following statements or brings them into doubt:

(a) A broker’s compensation and fees for services are not set by law and are fully negotiable.

(b) A broker’s compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.

(c) The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and/or seller, and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker and/or seller.

13. **Confidentiality.** Subscriber shall maintain the confidentiality of its user ID and password and the ODS Database. To maintain the confidentiality of all user IDs, passwords, the ODS Database, and the ODS System, Subscriber shall take the greater of reasonable care or the care it takes to protect its own confidential information. Subscriber shall not make any user IDs, passwords, the ODS Database, or the ODS System available to any third party, including without limitation affiliates, franchisors, subsidiaries, or Other Participants and Subscribers and Users, unless expressly authorized to do so under this Agreement or the ODS Policies. Failure to comply with this provision will result in a significant fine, as set forth in the ODS Policies and/or Local MLS Policies. Subscriber may disclose confidential information under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, Subscriber first gives reasonable notice to ODS to permit ODS to seek a protective order.

14. **Equipment.** Subscriber shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the ODS Software, necessary for Subscriber's use of the ODS Service.

15. **Subscriber Contribution.** When making a Subscriber Contribution to the ODS Service, Subscriber warrants that the information submitted complies with all applicable laws, statutes, ordinances and regulations and the ODS Policies and/or Local MLS Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Subscriber warrants that the Subscriber Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation, or proceeding pending or threatened with respect to the Subscriber Contribution.

## INTELLECTUAL PROPERTY

16. **Subscriber license.** Subscriber hereby grants to ODS a non-exclusive, perpetual, world-wide, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Subscriber Contribution and those portions of the ODS Database relating to Subscriber's listings.

17. **Warranty.** Subscriber warrants that it has the authority to grant the license in Paragraph 16. Subscriber warrants that (a) the Subscriber Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Subscriber has the written consent of any party necessary to provide the Subscriber Contribution to Firm and ODS.

18. **Other terms.** Pursuant to the ODS Policies, the SCC shall be a work made for hire by Subscriber for the benefit of ODS, which shall be deemed the SCC's author for purposes of copyright law. If for any reason the SCC cannot be provided as a work made for hire, You agree to assign and hereby do assign to ODS all right, title and interest in the SCC, including, without any limitation, any copyrights therein under United States and international copyright law. ODS hereby grants Subscriber a license to use the ODS Software and the ODS Database during the term of this Agreement, subject to the permission of Firm and according to the terms of the ODS Policies. All other uses are prohibited.

## FEES AND PAYMENT TERMS

19. **Applicable fees due to Local MLS.** No fees are due directly to ODS hereunder. Local MLS is solely responsible for establishing the fees it charges for Subscriber to access the ODS Service and for determining the means of collecting those fees. ODS does not control or fix the fees that brokers, salespersons, and other permitted users pay to Local MLS (or other REALTOR® associations) for access to the ODS Services.

20. **Payment terms.** Subscriber agrees to pay all applicable fees to Local MLS when they become due according to the Local MLS Policies. Local MLS may revise its schedule of fees at its sole discretion at any time, with or without notice, subject to the Local MLS Policies. Local MLS may suspend services to Subscriber for failure to make payments to Local MLS.

21. **No refunds.** ODS and Local MLS need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the ODS Policies and/or Local MLS Policies provide otherwise. Initiation fees, if any, are not refundable.

22. **Taxes.** All fees for the ODS 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, Subscriber and Local MLS shall pay all such taxes and levies other than any tax or levy on the net income of ODS.

23. **Fines.** ODS may collect fines from Subscriber and from Firm on Subscriber's behalf for violation of the ODS Policies. Payment terms for fines are set out in the ODS Policies. ODS may amend its schedule of fines and terms for collecting them at its sole discretion at any time, with or without notice.

## TERM AND TERMINATION

24. **Term.** This Agreement shall commence when You click "I Agree" set forth below and shall continue thereafter on a month-to-month basis until terminated.

25. **Termination for breach.** ODS may terminate this Agreement with notice if Subscriber fails to comply with the terms of this Agreement or of the ODS Policies and/or Local MLS Policies.

26. **Termination of Participant.** In the event of any termination of the Participant Agreement, all affiliated Subscriber license and access agreements, including this Agreement, shall automatically terminate. In the event of any suspension of Participant Agreement, upon ODS notice to Subscriber, ODS may in its sole discretion suspend Subscriber access to ODS System. If ODS does not exercise its right to suspend Subscriber access to the ODS System, this Agreement shall continue in full force..

27. **Termination for failure to pay.** In the event Subscriber fails to pay Local MLS any fees required under this Agreement, ODS may terminate service without being subject to arbitration. In its sole discretion, ODS may suspend its performance under this Agreement rather than terminating it, in the event that Subscriber fails to pay any fees required under this Agreement.

28. **Termination for convenience.** Either party may terminate this Agreement upon thirty (30) days' written notice to the other party and Local MLS. Subscriber may not terminate this Agreement so long as Subscriber remains affiliated with Participant for which Firm is responsible, subject to a Participant Agreement with ODS, except as otherwise permitted under ODS Policies.

29. **Events upon termination.** Promptly upon any termination of this Agreement, (a) ODS or Local MLS shall deactivate Subscriber's user IDs and passwords (and those of any User affiliated with Subscriber), and Subscriber (and User, if applicable) shall have no further access to the ODS Service; (b) Subscriber shall purge all copies of the ODS Software and the ODS Database from Subscriber's personal computers; (c) all licenses granted hereunder

shall immediately terminate, except the license to the Subscriber Contribution in Paragraph 16; and (d) Subscriber will not be permitted to be affiliated with Firm or any other participant of ODS unless a new subscriber agreement between Subscriber and ODS is executed.

## **DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION**

**30. DISCLAIMER OF WARRANTIES.** ODS PROVIDES THE ODS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE ODS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE ODS SERVICE ARE AT THE SOLE RISK OF SUBSCRIBER. THE ODS AFFILIATES DO NOT WARRANT THAT THE ODS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE ODS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE ODS SERVICE. THE ODS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE ODS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE ODS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The ODS Service may contain third party content, including hyperlinks to web sites operated by parties other than ODS; ODS does not control such third party content, including web sites, is not responsible for the content, does not endorse the sites or contents, and may have no relationship with the third party content providers, including any web sites' operators.

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

**32. MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL ODS BE LIABLE TO SUBSCRIBER FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM, PARTICIPANT, OR SUBSCRIBER HAS PAID TO LOCAL MLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

**33. Indemnification.** Subscriber shall defend, indemnify and hold the ODS Affiliates and Other Participants and Subscribers and Users 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 ODS Affiliates or Other Participants and Subscribers and Users arising from any acts of Subscriber, including (a) putting inaccurate information into the ODS Service; (b) making unauthorized use of Subscriber's password; (c) making unauthorized use of the ODS Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any term of this Agreement; and (f) violating this or any other agreement or any law.

**34. Acknowledgment.** Subscriber acknowledges that ODS and Local MLS have 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.

## **DISPUTES AND REMEDIES**

**35. Injunctive relief.** Subscriber acknowledges and agrees that the ODS Software and ODS Database are confidential and proprietary products of ODS and that in the event there is an unauthorized disclosure of them by Subscriber, no remedy at law will be adequate. Subscriber therefore agrees that in the event of such unauthorized disclosure of ODS Software or ODS Database, ODS may obtain injunctive relief or other equitable remedies against Subscriber in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

**36. Dispute resolution.** In the event ODS claims that Subscriber has violated the ODS Policies and/or Local MLS Policies, ODS may, at its option, resolve such a claim according to the disciplinary procedures set out in the ODS Policies and/or Local MLS Policies, provided ODS does not also base a claim that Subscriber has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 27, 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 where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in the county in which Local MLS maintains its headquarters, Oregon, except that it may be held by telephone where the Arbitration Rules expressly so permit. Subscriber agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in the county in which Local MLS maintains its headquarters, Oregon.

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

**38. Legal fees.** In the event of legal action or arbitration between ODS and Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration.

## **MISCELLANEOUS**

**39. No third party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, ODS and Subscriber, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party. The foregoing notwithstanding, Local MLS is a third party beneficiary of this Agreement and the parties agree that Local MLS may enforce those covenants herein of which Local MLS is a beneficiary.

40. **Interpretation and amendment.** Subscriber expressly consents to the execution of amendments by electronic means (such as web site “click through” agreements). ODS may amend this Agreement by providing thirty (30) days’ advance notice of the amendment to Subscriber. If Subscriber continues to use the ODS Service or ODS Database after the expiration of the 30-day notice period, Subscriber will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

41. **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Subscriber. Any purported assignment or delegation in contravention of this section is null and void.

42. **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. In the event of any dispute regarding the interpretation of the terms of this Agreement, it shall not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties. 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. The foregoing notwithstanding, if any provision of Paragraph 30 through 34 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Subscriber’s access to the ODS Service shall immediately terminate.

43. **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon applicable to contracts made and performed in Oregon, without regard to its conflicts of law and choice of law provisions.

44. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; or (c) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three (3) days after transmission, whichever is earlier.

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Subscriber Name

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Subscriber Signature

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Name of Firm

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Name of Participant

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Date



Jackson County Office:  
625 Franquette Street, Medford, Oregon 97501  
Josephine County Office:  
558 NE F Street Ste 7, Grants Pass, OR 97526  
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:    Home        Office        Preferred Contact:    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

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

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

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

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

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

## RVAR/SOMLS STAFF

		<u>EXTENSION</u>	<u>EMAIL</u>
CEO	Tina Grimes	501	tina@roguevalleyrealtors.org
Executive Assistant	Andrea Allen	504	andrea@roguevalleyrealtors.org
Bookkeeper	Mason Miller	506	mason@roguevalleyrealtors.org
Membership Director	Brooke Simon	502	brooke@roguevalleyrealtors.org
Education Director Data	Lisa Smyth	509	lisa@roguevalleyrealtors.org
Services Director	Fabrun White	507/511	fabrun@roguevalleyrealtors.org
Communications Director	Chris Myron	510	chris@roguevalleyrealtors.org
Administrative Assistant	Sue Garvin	500	sue@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

# RVAR/SOMLS DUES & FEES for JOINING in 2025

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

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

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

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

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

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

**eKEY for Keyboxes:**

The following fees are billed by and paid directly to Supra and are listed here for informational purposes only.

eKEY Activation Fee.....\$50.00

Monthly Fee for Basic Service.....\$12.50

Monthly Fee for Professional Service.....\$18.50



## 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\* 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:

January 23	July 17
February 20	August 21
March 20	September 18
April 24	October 16
May 15	November 20
June 19	December 18

**EACH CLASS GOES FROM 11:30-PM-2:00PM**

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



**Southern  
OREGON**  
Multiple Listing Service



**NEW USER ONBOARDING**

**NEW USER ONBOARDING REQUIREMENTS FOR  
SOUTHERN OREGON MULTIPLE LISTING SERVICE**

To complete the onboarding process, members must fulfill the following 2 steps within 30 days.

Failure to complete these steps within 30 days will result in an interruption of service and possible fines.

**1 FLEXMLS INTRODUCTION COURSE (SELF-PACED)**  
Complete this online course covering FlexMLS basics.



Scan QR Code or Visit This Link > [tinyurl.com/2xwr69p8](https://tinyurl.com/2xwr69p8)

**2 MLS RULES AND REGULATIONS ONBOARDING COURSE**

A class invitation (Zoom Link) will be emailed to you the week of the class.

Dates for 2025 are listed below:

Class times vary so watch your email and mark your calendar.

<b>February 12</b>	<b>April 22</b>	<b>July 9</b>	<b>September 23</b>
<b>February 25</b>	<b>May 14</b>	<b>July 22</b>	<b>October 8</b>
<b>March 12</b>	<b>May 27</b>	<b>August 13</b>	<b>October 28</b>
<b>March 25</b>	<b>June 11</b>	<b>August 26</b>	<b>November 25</b>
<b>April 9</b>	<b>June 24</b>	<b>September 10</b>	<b>December 10</b>

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