

LISTING INPUT AGREEMENT - FOR SUBSCRIBERS



1 This Agreement is by and between the Oregon Data Share, LLC (“ODS”), broker or salesperson in good standing .
2 _____ (“Subscriber”), and the Managing Principal Broker _____
3 _____ (“Participant”) who is, on behalf of him/herself and Firm, authorizing listing input privileges as specified
4 in the Listing Input Verification and Set Up Form.

5 **DEFINITIONS.**

6 Firm: The real estate brokerage with which Participant and Subscriber are affiliated and which has executed a Participant
7 Agreement with ODS.

8 Participant: The natural person, identified as “Participant” above and in the signature block below, who is responsible
9 for Firm’s conduct under ODS Policies with regard to each office of Firm, and who is a “participant” as that term is
10 defined in the ODS Policies.

11 Personal Assistant: A Personal Assistant is an individual employed by Firm or Subscriber working on behalf of only one
12 licensee or a real estate team. For purposes of this Agreement, Personal Assistants are unlicensed individuals and when
13 accessing the ODS System, must be supervised by Firm or Subscriber, as applicable. *In the event a Personal Assistant
14 obtains a real estate license, that is not being hung with a referral company, they will be billed as a REALTOR® member
15 and Subscriber.

16 Subscriber: A Subscriber is a real estate licensee either employed by, or is an independent contractor affiliated with,
17 Firm.

18 **RECITALS.** Subscriber acknowledges that the ability to utilize direct control over input and management of their own
19 listings (“Listing Input”) is a privilege of affiliation with an ODS Participant who authorizes the privilege to their Firm’s
20 Subscribers. Subscriber wishes to utilize this privilege and accepts the terms and conditions set forth in this Agreement.

21 **PERSONAL ASSISTANTS.** ODS acknowledges that while this Agreement is made between ODS, Subscriber, and
22 Participant, Subscriber and/or his/her real estate team, may employ a Personal Assistant who will be assisting with data
23 entry. In no event shall a Personal Assistant engage in any activity, or access the ODS in any manner, that requires a
24 real estate license, and Participant and Subscriber shall ensure the same. Participant and Subscriber agree to inform
25 ODS if a Personal Assistant will be performing data entry for Subscriber or his/her real estate team and agree and
26 accept all responsibility for the Personal Assistant’s compliance with the conditions and terms set forth in this
27 Agreement. Participant and Subscriber also agree to inform ODS as soon as reasonably possible if any Personal
28 Assistant is no longer affiliated with Subscriber or his/her real estate team. Participant and Subscriber both acknowledge
29 that the Personal Assistant will have his/her own log in credentials and will be set up to “Super Use” as the Subscriber
30 and his/her real estate team members, if applicable, and at no time shall the Participant, Subscriber or Personal Assistant
31 share their log in credentials with each other or to any other individual.

32 **DATA ACCURACY AND COMPLIANCE.** Subscriber acknowledges that all listings entered into the ODS system are
33 subject to the ODS Rules and Regulations and agrees to comply with the ODS Rules and Regulations, as from time to
34 time amended, with or without notice. Additionally, Subscriber accepts responsibility for compliance with the ODS Rules
35 and Regulations relating to listing entry and for accuracy of data entered into the ODS system by Subscriber and
36 Personal Assistant, where applicable. ODS affirms that Subscriber and Participant will be informed, in a timely manner,
37 of any data inaccuracies or rule violations that could result in a restriction or loss of privileges as outlined in the ODS
38 Rules and Regulations.

39 **CERTIFICATION.** All individuals desiring listing input privileges in the ODS system must complete all required
40 educational courses, must complete a Listing Input Verification and Set Up Form, execute a Participant, Subscriber, or
41 User Agreement (as applicable for their particular member type), execute a Listing Input Agreement (for their particular
42 member type) and remit all items to ODS for certification and approval.
43

44 **NATURE OF AGREEMENT.** This Agreement shall continue until (1) inactivation, termination, or change of MLS
45 subscription; (2) termination as set forth below; or (3) Subscriber moves to another firm (new Firm and Subscriber must
46 sign a new Agreement and Listing Input Verification and Set Up Form). The provisions of this Agreement are cumulative
47 with those set out in the Participant’s Participant Agreement, Subscriber’s Subscriber Agreement, and other agreements
48 with ODS as applicable (“Other Agreements”) to the extent that they are not inconsistent with each other; in the event
49 the terms are inconsistent, the terms of the Other Agreements, and not this Agreement, shall prevail.

50 **TERMINATION.** This Agreement can be terminated without notice if this Agreement or Other Agreements are breached
51 by Participant or Subscriber.

52 **SUBSCRIBER VERIFICATION.**

53 I acknowledge that I have read and understand this Agreement in its entirety and am aware of my obligations under this
54 Agreement.

55 Subscriber Name: _____

56 Subscriber Signature: _____ Date: _____

57 **PARTICIPANT VERIFICATION.**

58 I acknowledge that the above Subscriber has requested access to Listing Input privileges and will be able to begin
59 utilizing the privilege upon completion of the certification process listed in this Agreement. I acknowledge that I have
60 read and understand this Agreement in its entirety and am aware of my obligations under this Agreement. Further, I
61 understand that it is ultimately my responsibility to ensure that the data, being entered by my Subscriber or their Personal
62 Assistant, is accurate and complete in every detail ascertainable.

Firm Name: _____

63 Participant Name: _____

64 Participant Signature: _____ Date: _____

65 **ODS ACKNOWLEDGEMENT OF RECEIPT:** Staff Signature: _____ Date: _____

**NEW MEMBER LISTING INPUT SETUP INFORMATION
AND TRAINING VERIFICATION**



This form shall be completed by the Managing Principal Broker ("Participant") or their designated Principal Broker to assign listing input privileges in the Oregon Data Share LLC. (ODS) system for new members of ODS.

There are four types of members you can authorize; (i) Managing Principal Broker/yourself (Participant), (ii) a broker (Subscriber) licensed with the firm, (iii) a (Clerical User) which is employed by the Participant/firm to work as office personnel for the firm, or (iv) a (Personal Assistant) who is employed by the Participant or Subscriber working on behalf of only one licensee or team. In the event a Clerical User or Personal Assistant obtains a real estate license, that is not being hung in a referral company, they will be billed as a REALTOR® member and Subscriber.

If the Participant is completing this form for their own Participation privileges in the system, you should check FULL OFFICE ACCESS or FULL COMPANY ACCESS below whichever applies.

LISTING INPUT LEVEL OF ACCESS SETUP & CHANGES

This section is to be used for Principal Brokers/Participants, Brokers/Subscribers and Clerical Users ONLY.

BROKER/SUBSCRIBER NAME: _____

CLERICAL USER NAME: _____

MANAGING PB & FIRM NAME: _____

PARTIAL ACCESS-

These partial rights apply to the following access levels:

- Individual Listings Access
- Office Listings Access
- Company Listings Access

Select the partial rights for this access level:

- Add Listing
- Change Listing
- Price Change
- Photos, Documents, Videos, Virtual Tours
- Status Changes
- Open House and Tours
- Map Location
- Remarks
- Supra

- FULL MEMBER ACCESS**-Ability to add and change listings for self.
- FULL OFFICE ACCESS**-Ability to add and change listings for anyone in this office.
- FULL COMPANY ACCESS**-Ability to add and change listings for anyone in this office and any branch offices associated with this office in FLEXMLS.

Automatically approve Subscriber's new listings? NOTE: If you select NO below, Participant must manually approve the Subscriber's listings before it goes live.

- Yes
- No

LISTING INPUT CERTIFICATION AND RULES ACKNOWLEDGEMENT:

Prior to being given rights to input listings, the Individual stated above must complete the following course.

- Listing Input Training Course (Self-Paced) Located at <https://ods.thinkific.com/courses/new-course-4>

By signing below, I certify that I will complete the above requirement and understand I will not be granted input privileges until completed. I further agree to familiarize myself with the ODS Rules and Regulations pertaining to listing input. I understand that failure to comply with the listing and reporting procedures may result in fines and/or revocation of listing input privileges.

Broker/Subscriber Signature: _____ Date: _____

Clerical User Signature: _____ Date: _____

Managing Principal Broker/Participant Signature: _____ Date: _____

PERSONAL ASSISTANT ACCESS SETUP & CHANGES

This page is to be used for Personal Assistants ONLY and only for those who are working for a broker that has listing input rights

PERSONAL ASSISTANT NAME: _____

PERSONAL ASSISTANT EMAIL ADDRESS: _____

EMPLOYING LICENSEE NAME OR TEAM: _____

MANAGING PB & FIRM NAME: _____

By signing below, Managing Principal Broker "Participant" is authorizing ODS to grant access to the ODS database and system and to "Work As" the individual or team members listed below. I understand that this will grant the Personal Assistant listed above all access rights I have previously authorized the individual or team members.

ADD PERSONAL ASSISTANT TO OUR FIRM ROSTER

Has this individual previously had access to the MLS?

- Yes, If yes, which office: _____ Prev. User ID in FLEXMLS: _____
- No
- Allow this Personal Assistant to "Work As" the following individual or team members as listed below:

Individual Or Team Member	FLEXMLS ID

LISTING INPUT CERTIFICATION AND RULES ACKNOWLEDGEMENT:

Prior to being given rights to input listings, the Personal Assistant listed above must complete the following course.

- Listing Input Training Course (Self-Paced) Located at <https://ods.thinkific.com/courses/new-course-4>

By signing below, I certify that I will complete the above requirement and understand I will not be granted input privileges until completed. I further agree to familiarize myself with the ODS Rules and Regulations pertaining to listing input. I understand that failure to comply with the listing and reporting procedures may result in fines and/or revocation of listing input privileges.

Broker/Subscriber Signature: _____ Date: _____

Personal Assistant Signature: _____ Date: _____

Managing Principal Broker/Participant Signature: _____ Date: _____