

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, Oregon 97501
Josephine County Office:
558 NE F Street Ste 7, Grants Pass, OR 97526
Phone: (541) 770-7060
Website: 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

Oregon Data Share, LLC

Participant Agreement

This **AGREEMENT** is made and entered into by Oregon Data Share LLC, ("ODS"), with offices at 625 Franquette Street, Medford, OR 97501; and _____ ("Firm"), with offices at _____.

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 and wishes to obtain access to ODS Service;

NOW, THEREFORE, you, _____, Participant, on behalf of yourself and Firm, 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 Firm on the ODS System, including the Participant 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 Firm 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 telecommunications systems that ODS maintains, or that ODS contractors maintain on its behalf, in order to make access to the ODS Database available to Firm.

Other Participants and Subscribers and Users: All participants, subscribers, and users of ODS Service not party to this Agreement.

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

Participant Compilation Contribution or "PCC." All selection, coordination, and arrangement by Subscribers and Users of the 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. PCC does not include original text or photographs.

Participant Contribution: All data that the Subscribers and Users submit, contribute, or input in the ODS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the PCC.

Personal Assistant: A Personal Assistant is an individual employed by Firm or Subscriber working on behalf of only one licensee or a 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 Subscribers and Users store in the ODS System for their own later use that is not intended by them to be available to 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.

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 fully interchangeable.

(c) Wherever the term "law" is used, it means all statutes, regulations, and case 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. Subject to the terms and conditions of this Agreement and the ODS Policies and/or the Local MLS Policies, ODS or Local MLS shall provide one unique user ID and password to each Participant, Subscriber and User that is authorized to obtain access to the ODS service by virtue of this Agreement or another license agreement; and Participants for which Firm is responsible shall have all rights and obligations of a participant in ODS as set forth in the ODS Policies and/or Local MLS Policies. ODS may require Participant to change Participant's password at any time. The user ID and password will provide Participants access to all data and functions in the ODS Service to which Participants are entitled under the ODS Policies and/or Local MLS Policies. 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.

FIRM'S 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, Firm and Participant 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 Participant 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 Participant 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 Participant Contribution.

6. Conditions of service. Firm must at all times have an Participant designated for each office. Firm shall ensure that at all times Participants for which Firm is responsible under this Agreement satisfy the prerequisites for participation in the ODS Service as set forth in the Local MLS Policies and ODS Policies. Subscribers must be affiliated with a Participant at all times during the term of this Agreement. Firm and Participant will comply at all times with (a) the ODS Policies, (b) the Local MLS Policies, and (c) all applicable laws, statutes, ordinances and regulations in performance of their respective 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.). Participant and Firm will ensure Subscribers' and Users' compliance with the foregoing.

7. Saved Information. Saved Information may not always be available to Firm and may become available to unauthorized persons. ODS is not liable for unauthorized access to or loss of Saved Information. Firm 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; Disclosure to third parties. Firm consents to ODS and Local MLS accessing, processing, transferring, and using Participant's personal information to provide the ODS Service. ODS reserves the right to collect and analyze information about how Firm 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 Firm, including Firm's and Participants' names and business addresses, phone numbers, and email addresses. Firm acknowledges that ODS is not responsible for the collection and use of Participant's personal information by third parties not under ODS control. ODS reserves the right to distribute to third parties aggregated information about Firm's, Participants', and Other Participants' and Subscribers' and Users' use of the ODS Service, but not about Firm's or Participants' use specifically.

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

10. Priority of agreements. Firm must enter into this Agreement before any Subscriber or User may obtain access to the ODS Service. Participant's access to the ODS Services is subject at all times to the limitations set out in the ODS Policies, Local MLS Policies, and this Agreement. In the event of an apparent conflict between those documents and this Agreement, Firm's obligations and rights shall be determined, in order of precedence, by the ODS Policies, Local MLS Policies, and then by this Agreement.

11. IDX and VOW data access subject to separate agreement; third-party TOU. Firm 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, Firm and Subscriber, as applicable. Firm acknowledges that access to third-party software offered via ODS Services

may be subject to separate third-party terms of use ("Other TOUs"). For avoidance of doubt, Firm 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.

FIRM'S OBLIGATIONS.

12. Use limited; Compensation Disclaimer. Firm 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, Firm shall not copy, create derivative works of, distribute, perform, or display the ODS Service or any part of it, except the Participant Contribution. Firm 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. Participant shall maintain the confidentiality of its user ID and password. Firm and Participant shall ensure that (a) its Subscribers and Users maintain the confidentiality of their user IDs and passwords, (b) Subscribers and Users do not share their user IDs or passwords, and (c) that no one but the authorized Subscriber or User, as applicable, obtains access to the ODS Service or any part of it. To maintain the confidentiality of all user IDs, passwords, the ODS Database, and the ODS System, Firm shall take the greater of reasonable care or the care it takes to protect its own confidential information. Firm and Participant shall not make any user IDs, passwords, the ODS Database, or the ODS System available to any third party, including without limitation affiliates, franchisors, and subsidiaries, unless expressly authorized to do so under this Agreement or the ODS Policies and/or Local MLS 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. Firm 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, the disclosing Firm first gives reasonable notice to ODS to permit ODS to seek a protective order.

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

15. Participant Contribution. With regard to any Subscriber or User making a Participant Contribution to the ODS Service, Firm 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. Firm warrants that the Participant 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 Participant Contribution.

16. Subscriber and User agreements. Firm shall ensure that each Subscriber and User who will have access to the ODS System or ODS Database, enters into a Subscriber or User agreement, as applicable, with

ODS. Firm is liable to ODS and Local MLS for all fees due under each Subscriber and User agreement.

17. **Subscriber and User supervision.** Firm shall ensure that all Subscribers and Users comply at all times with the ODS Policies and with applicable laws. Firm is liable for any Subscriber's or User's breach of any agreement between the Subscriber or User and ODS relating to the ODS Service or violation of any of the ODS Policies as if Firm had committed it.

18. **List of Subscribers and Users.** Firm shall ensure ODS and Local MLS have a current list of all Subscribers and Users; Firm shall inform Local MLS in writing of any change in the Subscribers and Users within twenty four (24) hours of the change or the timeframe in the ODS Policies and/or Local MLS Policies, whichever is greater.

19. **Accurate information.** Firm warrants that the Subscribers and Users have used and will use reasonable care to ascertain the accuracy of the Participant Contribution and its compliance with all laws. Firm shall ensure that any changes to the Participant Contribution are made on the ODS System within such time as provided in the ODS Policies. Pursuant to the ODS Policies, Firm shall provide to ODS all documentation ODS requests of Firm to ascertain Firm's compliance with this Agreement.

INTELLECTUAL PROPERTY.

20. License from Firm for Participant Contributions.

(a) **License from Participant.** Firm hereby grants to ODS a non-exclusive, perpetual, world-wide, transferable, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution. Firm warrants that it has the authority to grant this license.

(b) **ODS has no obligations to protect.** Firm acknowledges that: (i) ODS makes no grant of license or assignment to Firm of any rights in the ODS Database except as set forth in Paragraph 21; (ii) ODS will make no effort to register the copyrights in the Participant Contribution, and Firm will be responsible for all costs and efforts associated with registration; (iii) timely copyright registration is a prerequisite to suing a copyright infringer, and is necessary in order to obtain certain remedies available under the U.S. Copyright Act; (iv) **ODS will employ no efforts whatsoever to detect or hinder third parties using the Participant Contribution without Firm's permission;** (v) ODS will make no effort to secure for Firm the right to use copyright works created by Subscribers and Users or third parties.

21. **Other provisions.** Pursuant to the ODS Policies, the PCC shall be a work made for hire by Participant and Subscribers and Users for the benefit of ODS, which shall be deemed the PCC's author for purposes of copyright law. If for any reason the PCC 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 PCC, including, without any limitation, any copyrights therein under United States and international copyright law. ODS hereby grants Firm a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Agreement to use the ODS Software and the ODS Database (excluding the Participant Contribution) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Agreement and the ODS Policies and only to deliver real estate brokerage or appraisal services to Firm's bona fide customers. All uses of the Licensed Materials not expressly authorized in this Agreement and the ODS Policies are prohibited. Title to the Licensed Materials remains at all times in ODS and shall not pass to Firm.

22. **Further Participant warranty.** Firm warrants that (a) the Participant Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Firm has the written consent of any party necessary to provide the Participant Contribution to ODS.

23. **Limitations on use by ODS.** In accordance with the ODS Policies, ODS agrees during the term of this Agreement not to license or distribute the Participant Contribution to any third party that is not a real estate brokerage or appraisal subscriber to the ODS Service if Firm has indicated in writing its desire to withhold the Participant Contribution from such third party after ODS has provided notice of its intention to provide the Participant Contribution to the third party. If ODS enters a data sharing agreement with any other multiple listing service (as that term is defined in ODS Policies) ODS may license and distribute the Participant Contribution to the other multiple listing service in the data share and its users without obtaining any consent from Firm.

FEES AND PAYMENT TERMS.

24. **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 Firm for access to 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.

25. **Payment terms.** Firm 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 Firm, Subscribers, and Users for failure to make payments to Local MLS.

26. **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.

27. **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, Local MLS and Firm shall pay all such taxes and levies other than any tax or levy on the net income of ODS.

28. **Fines.** ODS may collect fines from Firm and from Participants for violation of the ODS Policies by Firm, Participant and Subscribers and Users. 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.

29. **Term.** This Agreement shall commence upon the Effective Date set forth below and shall continue thereafter on a month-to-month basis until terminated.

30. **Termination for breach.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of three (3) days after written notice to the breaching party and Local MLS if the breach or nonperformance has not then been remedied.

31. **Termination for breach of policies.** Paragraph 30 notwithstanding, ODS may terminate this Agreement if Firm fails to comply with the ODS Policies or Local MLS Policies; if Firm violates or is alleged to have violated the ODS Policies or Local MLS Policies, this Agreement shall not be terminated in accordance with the terms of this section until any hearing or appeal rights of Firm have expired as provided in the ODS Policies or Local MLS Policies, as applicable. If in ODS's judgment, however, a violation or alleged violation of the ODS Policies or Local MLS Policies is resulting in a continuing harm to ODS or Other Participants or Subscribers and Users, ODS may suspend Firm's access to the ODS Database during the pendency of any hearing or appeal.

32. **Termination for failure to pay.** In the event Firm 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 Firm fails to pay any fees required under this Agreement.

33. **Termination for convenience.** Either party may terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party and Local MLS.

34. **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (a) ODS or Local MLS shall deactivate Participants' user ID and password, and Firm and Participants shall have no further access to the ODS Service; (b) Firm shall purge all copies of the ODS Software and the ODS Database (except the Participant Contribution) from Firm's personal computers, and shall cause Participants and Subscribers and Users to do the same; and (c) all licenses granted hereunder, except the license to the Participant Contribution in Paragraph 21 shall immediately terminate.

35. **Effect on Subscribers and Users.** In the event of any termination of this Agreement, all Subscriber and User license and access agreements will automatically terminate. In the event of any suspension of this Agreement, upon ODS notice to Subscribers and Users, ODS may in its sole discretion suspend Subscriber and User access to ODS System and Subscriber and User license and access agreements. If ODS does not exercise its right to suspend Subscriber and User access to the ODS System, the Subscriber and User license and access agreement shall continue.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

36. **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 FIRM. 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 their contents, does not endorse the sites or contents, and may have no relationship with the third-party content providers, including any web sites' operators.

37. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** NONE OF THE ODS AFFILIATES SHALL BE LIABLE TO FIRM 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 ANY SUBSCRIBER OR USER 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.

38. **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL ODS BE LIABLE TO FIRM FOR ANY AMOUNT IN EXCESS OF THE

GREATER OF (A) THE FEES PARTICIPANT 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.

39. **Indemnification.** Firm 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 Subscribers and Users, including (a) putting inaccurate information into the ODS Service; (b) making unauthorized use of Subscriber's or User'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.

40. **Acknowledgment.** Firm 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.

41. **Injunctive relief.** Firm 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 Firm, no remedy at law will be adequate. Firm 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 Participant in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

42. **Dispute resolution.** In the event ODS claims that Firm 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 MLS does not also base a claim that Firm has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 31, 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. Firm 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.

43. **Liquidated damages.** Firm acknowledges that damages suffered by ODS from access to the ODS Service by an unauthorized third party as a result of disclosure of passwords by Firm or an unauthorized disclosure by Firm 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 Firm, Firm agrees that (a) in the event that any disclosure of Firm's or Participants' password results in access to the ODS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Firm 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 Firm makes

unauthorized disclosure of any portion of the ODS Database to any third party, Firm 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.

44. **Legal fees.** In the event of legal action or arbitration between ODS and Firm, or ODS and any Subscriber or User, 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. If ODS is the prevailing party in an action against a Subscriber or User, Firm shall be obligated to pay these costs on the Subscriber's or User's behalf.

MISCELLANEOUS.

45. **No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by ODS and Firm, 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.

46. **Interpretation and amendment.** Firm 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 Firm. If Firm or any Subscriber or User continues to use the ODS Service or ODS Database after the expiration of the thirty-day notice period, Firm 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.

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

48. **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 Paragraphs 36 through 40 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Firm's access to the ODS Service shall immediately terminate.

49. **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.

50. **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.

51. **Authority to Bind.** Participant herein represents and warrants that he/she has all necessary power and authority to bind Firm and to execute this Agreement on Firm's behalf.

Having read this Agreement, the parties express their will to be bound by its terms by setting their signatures below.

Oregon Data Share, LLC

Firm

Signature

Firm name

Print name

Signature of Participant

Effective Date

Print name of Participant

Title of Participant

Signature Date

LISTING INPUT AGREEMENT - FOR PARTICIPANTS



This Agreement is by and between the Oregon Data Share, LLC (“ODS”) and the Managing Principal Broker _____ (“Participant”) who is, on behalf of him/herself and Firm, receiving listing input privileges for their participation in the ODS system.

DEFINITIONS.

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 real estate brokerage with which Participants are affiliated and which has executed a Participant Agreement with ODS.

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

Personal Assistant: A Personal Assistant is an individual employed by Firm or Subscriber working on behalf of only one licensee or a 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.

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

User: A User is a Personal Assistant or a Clerical User.

*In the event a Personal Assistant or Clerical User obtains a real estate license, and such license is not being hung with a referral company, they will be billed as a REALTOR® member and Subscriber.

RECITALS. Participant is granted the privileges to utilize direct control over input and management of Firm’s listings (“Listing Input”) after completion of the certification process. A Participant utilizing these privileges accepts the terms and conditions set forth in this Agreement.

SUBSCRIBERS & USERS. ODS acknowledges that while this Agreement is made between ODS and Participant, Participant may have Subscribers affiliated with their Firm, and Users affiliated with their Subscribers and/or Firm who will be assisting with data entry. In no event shall a User engage in any activity, or access the ODS in any manner, that requires a real estate license, and Participant and Subscriber shall ensure the same, as applicable. Participant agrees to notify ODS of all Listing Input privileges that should be assigned to each Subscriber, Clerical User, and/or Personal Assistant, to ensure that the Subscriber and User completes the certification process including executing a signed applicable Listing Input Agreement, and to remit all documentation to ODS. Personal Assistants shall be set up in the ODS system to “Super Use” as the Subscriber or real estate team they are affiliated with and will receive the same listing input privileges of the individual they are super using for. Participant agrees and accepts all responsibility for the Subscriber’s and User’s compliance with the conditions and terms set forth in this Agreement. Participant also agrees to inform ODS, as soon as reasonably possible, if any Subscriber or User is no longer affiliated with Firm or with Subscriber, as applicable. Participant acknowledges that Subscribers and Users will each have their own log in credentials and at no time shall the Participant, Subscribers, or Users share their log in credentials with each other or to any other individual.

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

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

47 **NATURE OF AGREEMENT.** This Agreement shall continue until (1) inactivation, termination, or change of MLS
48 participation or (2) termination as set forth below. The provisions of this Agreement are cumulative with those set out in
49 your Participant Agreement and other agreements with ODS to the extent that they are not inconsistent with each other;
50 in the event the terms are inconsistent, the terms of the Participant Agreement and other agreements, and not this
51 Agreement, shall prevail.

52 **TERMINATION.** This Agreement can be terminated without notice if this Agreement or the Participant Agreement is
53 breached by Participant.

54 **PARTICIPANT VERIFICATION.**

55 I acknowledge that I have read and understand this Agreement in its entirety and am aware of my obligations under this
56 Agreement. Further, I understand that it is ultimately my responsibility to ensure that the data being entered by myself,
57 Subscribers, or Users affiliated with my Firm, is accurate and complete in every detail ascertainable.

58 Firm Name: _____

59 Participant Name: _____

60 Participant Signature: _____ Date: _____

61 **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: _____

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 \$10.00 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

TRANSFER: FEES MOM RAP OREA LIST KEY BL SCAN

DELETE AGENT: FEES MOM RAP OREA LIST KEY BL SCAN

Agent NRDS# _____

Office NRDS# _____

Office MLS ID _____

CHANGE FORM - OFFICE
☐ RVAR and/or ☐ SOMLS

Today's Date _____ Effective Date _____

☐ **ADD OFFICE**

Office Name _____ Office Code _____

Name of Designated REALTOR® / Participant _____

If adding an additional firm location (branch office) or if adding an office to RVAR only, please fill out the address, phone, fax, etc in the Changes/Updates section below.

If the addition of a new office to SOMLS is also a new Participant, the DR/Participant must also submit an SOMLS Participant application, the accompanying fees, and other required documentation.

☐ **DELETE OFFICE**

Office Name _____ Office Code _____

This office will be removed from the roster and the DR will be credited for any applicable SOMLS services for the next month ONLY if the delete notice is received PRIOR to the 1st of the month.

(Adding or Deleting an office is valid ONLY with the signature of the
Designated REALTOR®/Participant of the office noted.)

☐ **OFFICE INFORMATION CHANGES AND/OR UPDATES**

Office Name

Please change our existing office name _____
to _____

Office Address

Street _____

PO Box _____

City, State, Zip _____

Office Phone _____ Office Fax _____

Office Email _____ Website _____

Preferred Contact: Mail Office Fax Office Email

Designated REALTOR® / Participant Signature: _____

SOMLS/RVAR Office Use Only:

ADD: SOMLS Fees BUL RAP

MLS Office Code _____

DELETE: SOMLS Fees BUL RAP

Office NRDS # _____

DESIGNATED REALTOR® CERTIFICATION FORM

The following information is required in order for the Rogue Valley Association of REALTORS® to verify membership counts.

FIRM NAME: _____

DESIGNATED REALTOR®: _____ LICENSE #: _____

FIRM ADDRESS: _____

CITY: _____ STATE: _____ ZIP+ 4: _____ - _____

FIRM TELEPHONE: _____ FIRM FAX: _____ FIRM EMAIL: _____

Please check the box below if you are a one-person office. Otherwise, please list **ALL** real estate licensees and licensed or certified appraisers in the firm and their primary REALTOR® Board or Association affiliation, if any. If a licensee is not a member of a REALTOR® Board/Association, check the non-member box for that person. This list shall be for non-member fees calculation**. Attach additional pages if necessary. Computer printouts with the same information as what is shown below are acceptable. RETURN THIS FORM, SIGNED, ALONG WITH ANY ADDITIONAL PAGES TO THE ROGUE VALLEY ASSOCIATION OF REALTORS® OFFICE.

☐ I DO NOT HAVE ANY ADDITIONAL REAL ESTATE LICENSEES OR LICENSED OR CERTIFIED APPRAISERS AFFILIATED WITH MY FIRM.

NAME	PRIMARY BOARD/ASSOCIATION	NON-MEMBER

The above represents the status of all licensees in this office as of _____ and by my signature I hereby certify the above is correct.
(date)

Designated REALTOR® Signature

**The Rogue Valley Association of REALTORS® dues policy provides that the dues for each Designated REALTOR® shall be a base amount multiplied by the number of real estate licensees and licensed or certified appraisers who are employed by or affiliated with as independent contractors or who are otherwise directly or indirectly licensed or certified with such Designated REALTOR® member. The calculation shall not include those who are not REALTOR® or Institute Affiliate members of the Board/Association and the Designated REALTOR® notifies the Board/Association in writing of the Board/Association to which dues have been paid. The non-member fees liability of the Designated REALTOR® for each non-member is six hundred ten dollars (\$610.00).

SOUTHERN OREGON MULTIPLE LISTING SERVICE, INC.

IDX PARTICIPATION VERIFICATION

In order to comply with OAR 863-015-0125, please check ONE of the boxes below and fill in the requested information below the box you checked (if any). Please be sure to sign and date the bottom of the form. If this form is not signed, it will be assumed that you do not wish to participate in the program.

☐ **PARTICIPATION VERIFICATION**

By my signature below, I affirm that I will be participating in the program known as IDX. I acknowledge that my participation means that:

1. I authorize other Participants in the IDX program to display my listings in the smart framed program supplied by SOMLS and its vendor and on other sites approved by the SOMLS Board of Directors under written agreement.
2. I may display the listings of other Participants in the IDX program in the smart framed program supplied by SOMLS and its vendor, provided that my website is registered with SOMLS and is under my full control.
3. If I allow my licensees to display listings in the smart framed program on their personal websites, the individual's website will be registered with SOMLS and will be under said individual's complete control.
4. I agree to abide by the Broker Reciprocity Rules and Regulations, as from time to time amended.

Web Site Address

☐ Yes ☐ No My licensees are allowed to use the smart framed program on their personal websites.

Licensee's Web Sites (attach a separate page if necessary):

☐ **STATEMENT OF NON-PARTICIPATION**

By my signature below, I affirm that I DO NOT want to be a part of the program known as IDX, which means that:

1. I DO NOT want any of my listings made available to other SOMLS Participants for posting on their Internet web sites.
2. I forfeit any right to display the listings of other SOMLS Participants on my Internet web site.
3. My listings may still appear on Realtor.com, if the seller so desires.

Participant's Signature

Date

Participant's Name (Printed)

Firm Name

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

Prices current as of 9/1/2024

RVAR/SOMLS STAFF

		<u>EXTENSION</u>	<u>EMAIL</u>
CEO	Tina Grimes	501	tina@roguevalleyrealtors.org
Executive Assistant	Andrea Allen	504	andrea@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	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



ROGUE VALLEY ASSOCIATION OF
REALTORS®



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.

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

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.

February 25	May 14	July 9	October 8
March 12	May 27	July 22	October 28
March 25	June 11	August 13	November 25
April 9	June 24	August 26	December 10
April 22	July 9	September 30	December 23

CONTACT - Brooke Simon

brooke@roguevalleyrealtors.org | 541.770.7060