

Central Arizona Board of REALTORS[®], Inc.

Rim Country Multiple Listing Service

MLS Participation Agreement

Designated REALTOR[®]: _____

Office Name: _____

Office Address: _____

Phone # _____ Fax # _____

E-mail address: _____ NRDS # _____

I, _____, Designated REALTOR[®] and the real estate firm listed above, request Participation in the Rim Country Multiple Listing Service (MLS).

I agree as a condition of Participation in the MLS to abide by all relevant Bylaws, Rules and Regulations, and other obligations of Participation including payment of fees. I further agree to be bound by the Code of Ethics on the same terms and conditions as board/association members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS[®] in accordance with the established procedures of the Board/Association. I understand that a violation of the Code of Ethics may result in termination of my MLS privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.

In requesting Participation, I agree that both the firm and the Designated REALTOR[®] will be responsible for all fees assessed to Participants, as well as any user fees which are due and payable for individual services rendered, as set forth in the fee schedule available to Participants. I understand, as the Designated REALTOR[®], I am responsible for all licensees in my office and that the licensees access the MLS system through my Participation. Access and all services provided to said licensees will be invoiced to me and payment will be made to the MLS by me as the Designated REALTOR[®]. The firm also agrees that it is jointly and severally liable for all service fees.

As a Participant, I understand that the information obtained from the MLS is confidential marketing information, which is available only to Participants of the Service. I agree that we will not provide access to or information from the service to unapproved unlicensed individuals, non-Participating real estate licensees or members of the public at large. Violation of this provision is a violation of the CABR Bylaws and the Rim Country MLS Rules and Regulations.

This Participation Agreement may be terminated upon a 30-day written notice to the MLS and can be terminated by the Rim Country MLS in accordance with the CABR Bylaws and the Rim Country MLS Rules and Regulations.

Designated REALTOR[®] signature: _____

Date: _____