



MLS ONLY APPLICATION FORM

Name: _____

Firm Name: _____

Firm Address: _____

Firm Phone #: _____

Home Address: _____

Home Phone #: _____

Real Estate License #: _____ State: _____

E-mail Address: _____

Are you a member of a Board or Association or REALTORS®? Yes _____ No _____

If yes submit the following information:

1. Name of member Board/Association: _____

2. Membership classification: _____ Designated REALTOR® _____ REALTOR®

_____ REALTOR - Associate®

3. A letter from your Board or Association verifying your membership classification.

Signature of Applicant: _____ Date: _____

Signature of MLS Participant (Broker): _____

Complete the following for Computer Access:

Password: _____

Your personal password must consist of 8 characters. Do not include spaces or punctuation characters.

If you have any questions, please contact MAAR at 901.685.2100.
Please send completed forms to MAAR, P.O. Box 171159, Memphis, TN 38187-1159 or fax to Member Services at 901.761.4003 or e-mail to phyllis.mckee@maar.org.



2012 NEW MEMBER AND MLS ORIENTATION

Welcome to the MLXchange Multiple Listing Service.

MLS Membership Requirements:

1. **Submit the following documents**
 - Completed Application signed by both the Designated REALTOR® and applicant
 - Copy of Affiliate Broker's or Appraiser's License
2. **Pay the following fees**
 - MLS Orientation Fee (**non-refundable**)
 - MLS Usage Fee
 - SentiCard (Optional)*
3. **Attend MLS Orientation**

Application Deadlines

**12:00 noon, Wednesday
prior to Membership
and/or MLS Orientation.**

To reserve a place in Orientation, applications and payment for all dues and fees must be received by 12:00 noon, Wednesday prior to Orientation.

MLS Orientation

TIME: **MLS Orientation: 8:30 a.m. – 11:00 a.m.**

PLACE: **Memphis Area Association of REALTORS® Education Center
6393 Poplar, Memphis, TN**

NOTE (1): *You may attend orientation prior to issuance of your license, but you will not receive MLS services until a copy of your license has been submitted or confirmed by the Tennessee Real Estate Commission.*

* NOTE (2): *MLS services, including SentiCard™ activation, will be provided to MLS subscribers for up to 90 days prior to attending MLS Orientation and MLXchange Training, provided application, copy of license and all fees are submitted. SentiCard™ will be issued only after SentiCard™ training is completed. Training is approximately 45 minutes and is available at 10:00 a.m. on Fridays.*

FOR ADDITIONAL INFORMATION CALL MAAR AT 901-685-2100

2012 NEW MEMBER FEES

Line 3: MLS Usage Fee: Mandatory for licensees of MLS firms. The fee is a semi-annual fee. The fee is prorated for new subscribers according to the month your sponsoring broker received your license. The fee is \$246 semi-annually for all counties. Enter the pro-rated amount for the current month below on Line 3.

	All Counties			All Counties
Jan.- Aug.	\$ 328.00		July-Feb.	\$ 328.00
Feb.-Aug.	\$287.00		Aug.-Feb.	\$287.00
Mar.-Aug.	\$246.00		Sept.-Feb.	\$246.00
Apr.-Aug.	\$205.00		Oct.-Feb.	\$205.00
May-Aug.	\$164.00		Nov.-Feb.	\$164.00
June-Aug.	\$123.00		Dec.-Feb.	\$123.00

Line 4: SentiCard™ Purchase (Optional): SentiCard™ cannot be purchased until a copy of your license is received. The price of a SentiCard™ is \$25.00. To purchase a SentiCard™ you must submit a REALTOR™ Lockbox Agreement and complete SentiCard™ Training. Training is available at 10:00 a.m. on Fridays. Reservations for SentiCard™ training class must be made in advance. Make your reservation when you submit your application or by calling 685-2100.

Line 5: Lockboxes (Optional): Lockboxes may be purchased for \$85.00 each.

2012 MLS New Member Worksheet

Submit this worksheet with your payment and application:

Name _____ Email Address _____

Firm Name _____

Office Address _____

Real Estate License Number _____

Date License Issued or Received _____

I. Payment (To determine amount for Line 3, see Fees Schedule)

MLS is mandatory for licensees of MLS firms.

1. MLS Firm Initiation Fee (For Designated REALTORS® only)	\$ <u>200.00</u>
2. MLS Orientation Fee	\$ <u>125.00</u>
3. MLS Usage Fee.....	\$ _____
4. SentiCard™ (Optional)	\$ _____
5. LockBoxes (Optional).....	\$ _____
6. Total (Add lines 1 through 5 and enter total here)	\$ _____

Method of Payment:

Check _____ Check Number _____

(Make check payable to MAAR or Memphis Area Association of Realtors®)

Credit Card _____ Credit Card Number _____ Exp.Date _____

Cash _____

II. CHECK DATE YOU WILL ATTEND MLS ORIENTATION:

_____	Mon., February 6	_____	Mon., August 13
_____	Mon., April 2	_____	Mon., October 8
_____	Mon., June 4	_____	Mon., December 3

III. PASSWORD: Please provide a password. The password is used to access the MLS system and your member records. Your personal password must consist of eight characters. **Do not include spaces, punctuation or special characters or your name.**

YOUR PERSONAL PASSWORD: _____



6393 Poplar Avenue · Memphis, Tennessee 38119 · 901.685.2100 · fax 901.761.4003 · www.maar.org

MULTIPLE LISTING SERVICE REALTOR™ LOCKBOX SYSTEM AGREEMENT

THIS REALTOR™ LOCKBOX SYSTEM AGREEMENT ("THIS AGREEMENT") IS HEREBY ENTERED INTO

ON THIS ____ DAY OF ____, 20 ____, BY AND BETWEEN MEMPHIS AREA ASSOCIATION OF REALTORS®, INC. ("MAAR"), WHICH OPERATES A

MULTIPLE LISTING SERVICE ("MLS"), AND ____ ("HOLDER"), WHO IS A

REAL ESTATE LICENSEE ASSOCIATED WITH ____ ("PARTICIPANT"), WHO IS

A PARTICIPANT IN THE MLS AND THE PRINCIPAL BROKER OF ____ THE PRINCIPAL OFFICE

WHICH IS LOCATED AT ____

Street Address City State Zip

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. LOCKBOX: MAAR has sold to Holder, or to Participant for Holder's use, one or more REALTOR™ Lockboxes ("Lockbox")...
2. SMART CARD READER AND SOFTWARE: MAAR has also sold to Holder, or to Participant for Holder's use, one or more Smart Card Readers...
3. RECEIPT OF SentiCard™ AND PIN: By separate agreement Participant has granted permission to MAAR to sell to Holder a SentiLock electronic smart card...
4. LICENSE TO USE: Holder is hereby granted a revocable license to use the SentiCard™ in connection with his/her normal and customary activities...
5. PURPOSE: Holder shall use the SentiCard™ only for the purposes of gaining authorized entry into real property...
6. OTHER EQUIPMENT AND SOFTWARE: Holder and/or Participant are responsible for providing the necessary Internet connection, computer hardware...
7. REVOCATION OF LICENSE AND PERMISSION: Holder's license and permission to use the System shall be revoked forthwith upon the occurrence of any one or more of the following events:
a) Suspension or termination of either Participant or Holder from the MLS.
b) Termination of Holder's association with Participant for any reason.
c) Failure of Participant or Holder to comply with any of the terms and conditions set forth herein...
d) Failure of Participant or Holder to comply with: (i) SentiLock's operating and maintenance procedures...
e) Expiration or termination of the Master Agreement between MAAR and SentiLock, LLC...
f) Termination of Participant's Guaranty Agreement for REALTOR® Lockbox System...
8. CURRENT UPDATE CODE: Holder acknowledges that each SentiCard™ has an update code and that this code expires periodically...
9. MAINTENANCE AND SECURITY OF SYSTEM: Holder acknowledges that it is necessary to maintain security of the System to prevent its use by unauthorized persons.

- (e) Not to duplicate, tamper with, or modify the SentiCard™, the Smart Card Reader, the Lockbox, or any other component of the System or allow any other person to do so.
 - (f) Not to assign, transfer, or pledge any component of the System or any rights thereto.
 - (g) To follow all additional security procedures as specified by the MLS and/or SentiLock from time to time.
 - (h) To comply with any license agreement for SentiLock Software and SentiLock's operating and maintenance procedures as established from time to time and published on SentiLock's website, and any license agreement for SentiLock Software.
10. **LOST OR STOLEN SENTICARD™:** In the event a SentiCard™ or other System component is lost, stolen, or otherwise unaccounted for, Holder shall notify the MLS immediately by telephone and promptly thereafter execute and deliver to MAAR an affidavit as to all the facts surrounding the loss, theft, or inability to account therefor.
 11. **AUDIT/INSPECTION:** Holder shall submit the SentiCard™ for inspection at the MLS office after receipt of notice to do so by the MLS. The SentiCard™ shall be deemed unaccounted for if Holder does not demonstrate that the SentiCard™ is within his/her physical control during the time period specified by the MLS.
 12. **FAILURE TO COMPLY:** Any failure to comply with any of the terms of this Agreement, the MLS Rules and Regulations, or any license for SentiLock Software shall constitute an event of default hereunder and may result in immediate termination of Holder's right to use the System.
 13. **VIOLATION:** If Holder violates this Agreement, the MLS Rules and Regulations, or any license for SentiLock Software, Holder and/or Participant: (a) shall be subject to loss of access to the System, fines and/or other sanctions as determined by the MLS Rules and Regulations then in effect; (b) may be required to return all components of the System assigned to or within the possession, custody or control of Holder; and (c) may be liable for damages.
 14. **INDEMNIFICATION:** Holder covenants and agrees to indemnify and hold MAAR, the MLS, and their respective officers, directors, employees, and representatives harmless from any and all losses, expenses, liabilities, obligation, claims, or demands, including attorneys' fees and expenses, in connection with Lockboxes, SentiCards™, Smart Card Readers, and other System components used by or assigned to Holder, including but not limited to or Holder's use of the Lockbox or the SentiCard™, use of the SentiCard™ by any other person, loss of the Lockbox or the SentiCard™, or any breach of this Agreement, the MLS Rules and Regulations, or any license for SentiLock Software by Holder.
 15. **REIMBURSEMENT:** In the event MAAR or the MLS commences legal proceedings against Holder to enforce or interpret any of the provisions of this Agreement, Participant and Holder shall be jointly and severally liable for all reasonable attorney's fees and expenses incurred by MAAR or the MLS.
 16. **PARTICIPANTS AND HOLDER'S RESPONSIBILITIES:** Holder hereby warrants and covenants that now and for so long as Holder shall be assigned a SentiCard™ or otherwise have access to the System: (a) Participant shall be both a principal broker and an authorized participant in the MLS; (b) Holder shall be in fact associated with Participant in an active effort to sell real estate through a business office under the control and supervision of Participant; (c) Participant and Holder shall maintain current Tennessee real estate licenses; and (d) Participant and Holder shall promptly notify the MLS should any of the statements in this numbered paragraph no longer be true. Holder agrees to: (a) attend an instructional meeting on the operation and use of the System as required by the MLS; and (b) comply with MLS Rules and Regulations for use of the System, including obtaining a confirmed appointment from each listing office or listing agent before entering the property through the use of the Lockbox unless "Open Lockbox" is denoted in the MLS listing.
 17. **ACTION TO ENFORCE:** Any action for the enforcement of this Agreement may be taken or brought in the name of MAAR or the MLS.
 18. **WARRANTY:** Participant's and Holder's sole and exclusive warranty with respect to the Lockbox, the SentiCard™, the Smart Card Reader, SentiLock Software, and any other component of the System shall be only that warranty which MAAR obtains from SentiLock and is permitted to pass through to Participant and Holder. **SUCH WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY WHETHER EXPRESSED OR IMPLIED.** MAAR and the MLS do **NOT** represent or warrant that the System may not be compromised or circumvented or that the Lockbox, the SentiCard™, or other System components will prevent any loss by burglary or other criminal action. Holder agrees that neither MAAR nor the MLS has made any representations or warranties, express or implied, regarding such compromise or circumvention. It is expressly understood and agreed that the System is not designed or marketed as a security system. The System will be unavailable at certain times due to maintenance and may be unavailable at other times due to Internet or telecommunication service outages or malfunctions or other reasons. Neither Holder nor Participant nor any other person shall have any claim against MAAR as a result of any failure or malfunction of the System.
 19. **AUTHORIZATION:** Prior to installing or using the Lockbox on any property, Participant or Holder shall secure written authorization from the owner(s) of such property. Extreme care shall be taken to ensure that all doors to the property and the Lockbox are locked. Participant and Holder shall include in the listing agreement, or some other agreement signed by the owner(s) of such property prior to installation or use of the System, a provision whereby the owner(s) acknowledge(s) the risk of using the System and release(s) MAAR, the MLS, and their officers, directors, employees, representatives, and independent contractors from any and all liability in connection with the System.
 20. **PARTICIPANT AS HOLDER:** If this Agreement is being used in connection with issuance of a SentiCard™ and/or other System components to Participant and no name is filled in on the blank line above for "Holder," Participant shall be deemed to be "Holder" and shall have all the obligations assigned herein to "Holder."
 21. **AGREEMENT BETWEEN MAAR AND SENTILOCK:** Holder's and Participant's rights under this Agreement and Holder's and Participant's rights to use the System are dependent upon MAAR's rights under that certain SentiLock System Agreement dated November 7, 2004 by and between SentiLock and MAAR (the "Master Agreement"). Holder's and Participant's rights to use the System or any component thereof are subject to termination upon expiration or termination of Master Agreement.
 22. **COMPLETE AGREEMENT:** This Agreement is the complete and exclusive statement of the agreement between the parties and may be amended only by a written instrument executed by both parties hereto. However, Participant has entered into the Guaranty, pursuant to which Participant has guaranteed the obligations of Holder hereunder, as well as the obligations of other real estate licensees with whom Participant is associated.
 23. **MISCELLANEOUS:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining provisions. The MLS Rules and Regulations, as referred to herein, shall include any and all amendments thereto which may be adopted from time to time. The captions used in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement at Memphis, Tennessee, on the date first above written.

MAAR:

HOLDER:

MEMPHIS AREA ASSOCIATION OF REALTORS®, INC.

By: _____

Holder Signature

Title: _____

Print Holder's Name

Holder's Address