

## ASSOCIATION MEMBERSHIP POLICIES NEW AGENT PROCEDURES

According to the Bylaws of the REALTOR® Association of Southern Minnesota,  
**“Designated REALTOR® Members shall also notify the Board of any additional individuals(s) licensed with the firm(s) within 30 days of the date of affiliation or severance of the individual or a fine of \$300.00 will be assessed”.**

New agents applying for **Membership in the REALTOR® ASSOCIATION OF SOUTHERN MINNESOTA** are required to complete the following:

- Agent Data Worksheet
- Application for Membership
- Submit Copy of Real Estate License
- Remit Check made payable to R.A.S.M. for dues amount. Dues are prorated on a quarterly basis - See Dues Schedule to determine amount owed.
- New Member Orientation. Classes are held quarterly at the Association office. Notices will be sent out regarding dates and times.
- Verification of my membership in another Board of REALTORS® (if applicable)
- Personal photograph

**SUPRA KEYBOX SYSTEM:** (if applicable)

- Make an appointment with Association Staff

**REALTOR® Association of SOUTHERN MN MLS:** (if applicable).

- MLS Security Agreement
- Agent Authorization Level Form Paragon
- MLS Subscriber Agreement
- MLS Software Installation (Optional)

## **Benefits of Membership**

- MLS Co-op – The REALTOR® Association of Southern MN has worked with most other MLS' in the state to form a “data co-op”. Members have the ability to access MLS active listing data from the participating Associations, at no additional cost. This program is a very definite benefit to the members and their buyers and sellers, as well as increases the cooperation among REALTORS®. The co-op can be accessed at: [www.mlscoop.com](http://www.mlscoop.com)
- Lock box Reciprocal St.Cloud, Metro Area, and Rochester- No additional fee's show properties in other market areas.
- Along with several Committees, the Association has implemented the concept of using a task force. Using a task force enables members to act quickly and efficiently to accomplish one particular goal or establish a particular program.
- Education- the REALTOR Association continually strives to bring the best possible educational courses to it's members at reduced costs, including classes direct from Prosource!
- Information- the REALTOR Association keeps members informed thru faxes, e-mails, notices and monthly newsletter articles. National and State meetings are attended by leadership and staff in an effort to keep abreast of the real estate industry.
- MLS- the FINS Program is one of the most advanced programs available. Enhancements are constantly being made to the program in an effort to bring the best product possible to our members. These enhancements are added at no cost to the members.
- Professional Staff- our fulltime staff is available to provide support to our members, as well as implement programs, and procedures as directed by the Board of Directors.
- Association website- info at your finger tips 24/7 [www.rasminfo.com](http://www.rasminfo.com)
- Social events- provide networking opportunities for members and Affiliate members. There are three “free” events during the year – Annual Installation of Officers luncheon, Holiday Toys for Tots luncheon, and the dinner at the golf outing.
- New Member Orientation- new members receive three hours of continuing education credit for this course that covers the Code of Ethics.
- Forms- all MAR approved forms are available to members at the “Board Store”.
- RASM jurisdiction expands over ten counties in southern Minnesota.
- Association Bylaws state that at least three members serving on the Board of Directors shall be from areas outside of Mankato, thus ensuring a voice to those members outside the immediate area.
- Of course, in addition to all of the benefits offered by RASM, members also receive all the benefits and privileges offered by the State Association and the National Association.
- In closing, we would like to invite you to take the opportunity to explore how a membership in the REALTOR Association could benefit you.



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## REALTOR® ASSOCIATION OF SOUTHERN MINNESOTA

### MEMBERSHIP APPLICATION FORM

I hereby apply for REALTOR® Membership in the REALTOR® Association of Southern Minnesota and enclose my check in the amount of \$ \_\_\_\_\_, which I understand will be refunded (minus initiation fee) in the event I am not accepted for membership. I agree as a condition of membership to complete the indoctrination course of the above named Association, to thoroughly familiarize myself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, including the duty to arbitrate business disputes in accordance with the Code of Ethics and Arbitration Manual of the Association, the Bylaws of the REALTOR® Association of Southern Minnesota, also the MLS Rules and Regulations if applicable. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Bylaws, Rules and Regulations, and duty to arbitrate, all as amended from time to time.

Finally, I consent and authorize the Association to invite and receive information and comment about me from any member or other person, and I agree that any information and comment furnished to the Association by any member or other person in response to 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 consent and authorize the Association to transfer the information in my membership file to any other real estate association if I elect to hold primary membership elsewhere.

**NOTE:** Applicant acknowledges that if accepted as a Member and he/she subsequently resigns or is expelled from membership in the Association with an ethics complaint or arbitration request pending, the Board of Directors may condition renewal of membership upon applicant's verification that he/she will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if applicant resigns or is expelled from membership without having complied with an award in arbitration, the Board of Directors may condition renewal of membership upon his/her 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.

#### I HEREBY SUBMIT THE FOLLOWING INFORMATION FOR YOUR CONSIDERATION

Name as shown on License: \_\_\_\_\_

License #: \_\_\_\_\_ Broker/Salesperson

Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Firm Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip Code: \_\_\_\_\_

Firm Fax#: (\_\_\_\_\_) \_\_\_\_\_ EMAIL Address: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone#: (\_\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State/Zip Code: \_\_\_\_\_

**MEMBERSHIP APPLICATION for REALTOR® ASSN. OF SO. MN (PG 2)**

Primary field of business ---- please check all that apply:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Residential          | <input type="checkbox"/> Buyer Representation | <input type="checkbox"/> Timeshares          |
| <input type="checkbox"/> Commercial           | <input type="checkbox"/> Lots/Land            | <input type="checkbox"/> Property Management |
| <input type="checkbox"/> International        | <input type="checkbox"/> Existing/Resale      | <input type="checkbox"/> Other _____         |
| <input type="checkbox"/> Resorts/Second Homes | <input type="checkbox"/> New Construction     |  |
| <input type="checkbox"/> Appraisal            | <input type="checkbox"/> Condos/Town Homes    |  |
| <input type="checkbox"/> Auction              | <input type="checkbox"/> Multi-Family         |  |

**Circle whether:** Sole Proprietor, DBA, Partnership, Corporation

Do you hold yourself out to the general public as being actively engaged in the real estate business:  Yes  No

List any professional designations you have received: **CRS, GRI, CRB, CCIM, ETC:**

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Are you currently a member of any other real estate board (whether or not affiliated with the NATIONAL ASSOCIATION OF REALTORS®)?  Yes  No

If yes, name each Board, type of membership held and time period for which membership has been held: \_\_\_\_\_

Are there any pending or unresolved ethics complaints against you?  Yes  No

Are there any outstanding financial obligations due and owing to another local Board/Association or its MLS or the Minnesota Association of REALTORS®?  Yes  No

Has your real estate license ever been suspended or revoked?  Yes  No

If "yes" please specify reason: \_\_\_\_\_

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Are there now, or have there been within the past five years, any complaints against you before any State regulatory agency or any other agency of the government?  Yes  No.

If "yes", specify the substance of each complaint in each state, the agency before which complaint was made, and the current status of the resolution of such complaint (attach additional sheet(s) as needed).

Have you ever been convicted of a felony?  Yes  No

If so, give details: \_\_\_\_\_

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By signing below I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) 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 the Association(s) 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: \_\_\_\_\_

I agree to attend new member orientation within the next 2 course offerings. Failure to meet this requirement may result in having my membership terminated. Please Initial \_\_\_\_\_

I understand that my dues and MLS fees are non-refundable. In the event I fail to maintain eligibility for membership or MLS services for any reason under the Bylaws or MLS rules, I understand I will not be entitled to a refund of my dues or fees. Please initial \_\_\_\_\_

I hereby certify that the information furnished by me is true and correct and agree to pay the fees and dues as established. **Please remit payment to: RASM (REALTOR® Association of Southern Minnesota, 2115 Rolling Green Lane, North Mankato, MN 56003)**

\_\_\_\_\_  
Applicants Signature

\_\_\_\_\_  
Date

**BROKER/MANAGER:** I hereby certify that this applicant is duly licensed with the above office.

\_\_\_\_\_  
Broker/Manager signature

\_\_\_\_\_  
Date

**\*\* PLEASE ATTACH A COPY OF YOUR LICENSE TO THIS APPLICATION\*\***



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**AGENT DATA WORKSHEET**

NAME: \_\_\_\_\_  
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

HOME ADDRESS: \_\_\_\_\_  
(STREET) (CITY) (STATE) (ZIP)

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

OFFICE NAME: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_  
(STREET) (CITY) (STATE) (ZIP)

E-MAIL ADDRESS: \_\_\_\_\_

BIRTH DATE: \_\_\_ / \_\_\_ / \_\_\_

REAL ESTATE LICENSE # \_\_\_\_\_ LICENSE DATE: \_\_\_ / \_\_\_ / \_\_\_

AGENT DESIGNATION(S):  GRI  CRS  CRB  ABR  OTHER \_\_\_\_\_

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**RASM USE ONLY**

RASM MEMBER \_\_\_\_\_ MLS MEMBER \_\_\_\_\_ BOTH \_\_\_\_\_

DATE ENTERED (NRDS): \_\_\_ / \_\_\_ / \_\_\_ AGT. TYPE: \_\_\_\_\_ AGT. STATUS: \_\_\_\_\_

PASSWORD: \_\_\_\_\_ SECURITY LEVEL: \_\_\_\_\_ AGT GET CD? \_\_\_\_\_

AGENT NRD# \_\_\_\_\_ OFFICE NRD#: \_\_\_\_\_

ASSN DUES PAID TO: \_\_\_\_\_ DATE: \_\_\_\_\_

DATE ORIENTATION ATTENDED \_\_\_ / \_\_\_ / \_\_\_

LOCK BOX KEY #: \_\_\_\_\_ - \_\_\_\_\_ ASSIGNED: \_\_\_ / \_\_\_ / \_\_\_ DEPOSIT: \$ \_\_\_\_\_

STAT: \$ \_\_\_\_\_ NAR: \$ \_\_\_\_\_ IMAG: \$ \_\_\_\_\_ LOCL: \$ \_\_\_\_\_  
State Dues Nat'l Dues Ad Campaign Local Dues & App.



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## AGENT AUTHORIZATION LEVEL PARAGON

As Broker, I authorize that that the following agent licensed with my firm be allowed Paragon access to perform the following functions.

\_\_\_\_\_ User has full access to system except Input / Maintenance functions and can perform a Firm Inventory of their own listings.

\_\_\_\_\_ User has full access to system and may access the Input / Maintenance functions for their own listings.

\_\_\_\_\_ User may enter and maintain any listings in their office and perform a Full Firm Inventory.

AGENT NAME: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

BROKER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



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## MLS SECURITY AGREEMENT BROKER / AGENT

MLS computer passwords are distributed exclusively to those brokers and their agents who are members of the Southern MN MLS and the REALTOR® Association of Southern Minnesota, or any other REALTOR® Association, and those REALTOR® agents associated with them. These passwords are **not** to be distributed, loaned or given to any other individual. Violations of this policy are to be promptly reported to the MLS Committee in writing. Fines for giving out code words to **anyone** are:

<b>1<sup>st</sup> Offense:</b>	<b>\$500.00</b>
<b>2<sup>nd</sup> Offense:</b>	<b>\$1000.00</b>
<b>Subsequent Offenses:</b>	<b>Subject to suspension or termination by the Board of Directors of the REALTOR® Association of Southern Minnesota.</b>

I agree to abide by the rules and regulations concerning MLS Computer Passwords. I understand that if I violate this policy, I will be subject to the above listed fines.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

**REALTOR® ASSOCIATION OF SOUTHERN MINNESOTA, INC.  
MULTIPLE LISTING SERVICE SUBSCRIBER AGREEMENT**

Effective Date: \_\_\_\_\_

This REALTOR Association of Southern Minnesota Multiple Listing Service Subscriber Agreement (“Agreement”) is made and effective as of the Effective Date set forth above between REALTOR Association of Southern Minnesota, Inc., a Minnesota Corporation (“MLS”), and the natural person designated “Subscriber” on the last page of this Agreement (“You” or “Subscriber”); Subscriber is affiliated with the MLS member firm designated as “Member Firm” on the last page of this Agreement (“Member Firm”). In consideration of the mutual covenants contained herein, and intending to be legally bound by this Agreement, the parties agree as follows.

1. MLS’s obligations.

In consideration of Your payment of fees (or payment of them on Your behalf by Member Firm) and compliance with rules, regulations, and procedures of MLS (the “MLS Rules”), MLS makes the contents of its web site and any other delivery medium MLS employs to deliver content to You (collectively, the “MLS Service”) available to You and licenses it to You, subject at all times to the terms and conditions of this Agreement.

2. Intellectual property.

(a) **Assignment.** You agree to assign and hereby do assign to MLS all right, title, and interest in the copyrights in all original text and photographs that You submit to the MLS Service (“Your Contribution”); to the extent possible, Your Contribution shall be deemed a contribution to MLS’s collective work, a work made for hire, and MLS its author for purposes of copyright law. You acknowledge that You have no claim to copyrights in the factual or non-creative information (“Factual Content”) that You submit to the MLS Service. You warrant that you have the authority to make this assignment and that Your Contribution does not infringe on the copyright or other intellectual property rights of any third party.

(b) **License.** MLS hereby grants You during the term of this Agreement a revocable, limited, nonexclusive license to duplicate, distribute and display compilation, original text and photographs (“Creative Content”) from the MLS Service, subject to the limitations set forth in this Agreement and in the MLS Rules. MLS grants a nonexclusive license and not an exclusive license or assignment. All rights not expressly granted in this Agreement are reserved.

3. Your obligations and acknowledgements.

(a) **Use limited.** You may use the MLS Service and the Creative Content and the Factual Content on the MLS site solely for the purpose of selling, listing, leasing, and appraising real estate. Your license to use the Creative Content is immediately revoked, without notice from MLS, in the event that You (i) use the Creative Content or the Factual Content for any purpose other than the one set forth in the first sentence of this Section 3(a); (ii) violate the MLS Rules; (iii) disclose any of the Creative Content or Factual Content available on the MLS Service to any third party; or (iv) disclose Your user ID or password to any third party.

(b) **Permitted disclosures.** The foregoing section notwithstanding, You may, during the term of this Agreement (i) Disclose the Creative Content and Factual Content to consumers for their non-commercial use to the extent permitted

by the MLS Rules; and (ii) Disclose Your Contributions to any party for any purpose approved by Member Firm.

(c) **MLS Rules subject to change.** The current version of the MLS Rules is available from the MLS office and is incorporated into this Agreement by reference. MLS may in its sole discretion amend and revise the MLS Rules upon 30 days’ notice to Member Firm or to You.

(d) **Confidentiality.** You shall maintain the confidentiality of Your user ID and password. You may not provide Your user ID and password to any other person, including your own assistants and employees (each such person must obtain his/her own ID and password from MLS).

(e) **Editorial control.** MLS is not required to, and does not, review, edit, or exercise editorial control over the MLS Service or Your Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, MLS may take any steps necessary in its judgment, including deleting Your Contribution or portions of it, to avoid or remedy any violation of law or infringement of intellectual property right.

4. Fees.

This Agreement is at all times conditioned upon Your payment and payment by Member Firm of the fees set forth by MLS in its current schedule of fees. Failure to pay all fees will result in immediate termination of this Agreement and of all accesses and licenses hereunder, without notice to You from MLS.

5. Term and termination.

(a) **Term and termination.** This Agreement shall continue until (i) You cease to be affiliated with Member Firm; (ii) Member Firm ceases to have a valid and active membership agreement with MLS; (iii) Member Firm or You fail to pay fees attributable to You according to MLS’s fee payment policies; or (iv) MLS terminates this Agreement by giving You notice.

(b) **Computer EULA.** You hereby agree that MLS may, in its sole discretion, condition future access to its online services on your execution of an End-User License Agreement (“EULA”). This Agreement shall be terminated and superseded by any EULA You enter into with MLS. You hereby agree that Your assent via electronic means to any EULA shall function as Your signature on it and shall be fully binding on You.

(c) **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (i) MLS shall deactivate Your user ID and password, and You shall have no further access to the MLS Service; (ii) You shall purge all copies of the MLS software, the Factual Content, and the Creative Content from

Your personal computers; and (iii) all licenses granted hereunder shall immediately terminate.

6. Disputes and remedies.

(a) **Injunctive relief.** You acknowledge and agree that the Factual Content and Creative Content are confidential and proprietary products of MLS and that in the event You make an unauthorized disclosure of them, no remedy at law will be adequate. You therefore agree in the event of such unauthorized disclosure that MLS may obtain injunctive relief or other equitable remedies against You in addition to all available remedies at law.

(b) **Legal fees.** In the event of any legal action, arbitration, or informal dispute resolution proceeding (an "Action") between You and MLS on account of or in respect to this Agreement, the prevailing party in the Action shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the Action.

(c) **Liquidated damages.** You acknowledge that damages suffered by MLS from access to the Factual Content or Creative Content by an unauthorized third party as a result of disclosure of Your password or Your unauthorized disclosure of the Factual Content or Creative Content to a third party would be speculative and difficult to quantify. Accordingly, and as a material inducement to MLS to enter into this Agreement, You agree that if any disclosure of Your password results in access to the Factual Content or Creative Content by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, You shall be liable to MLS for liquidated damages in the amount of the greater of \$5,000 or the amount established in the MLS Rules and termination of this Agreement; and if You make unauthorized disclosure of any portion of the Factual Content or the Creative Content to any third party, You shall be liable for liquidated damages in the amount of the greater of \$1,000 or the amount established in the MLS Rules for each real estate listing disclosed and termination of this Agreement.

7. Disclaimer, limitation of liability, and indemnification.

(a) **DISCLAIMER OF WARRANTIES.** MLS PROVIDES THE MLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE MLS SERVICE AND THE CREATIVE CONTENT AND FACTUAL CONTENT AVAILABLE THROUGH IT ARE AT YOUR SOLE RISK. MLS MAKES NO WARRANTY THAT THE MLS SERVICE WILL BE AVAILABLE ON AN UNINTERRUPTED BASIS. MLS AND ITS PARTICIPANTS AND SUBSCRIBERS MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE MLS SERVICE. MLS EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE MLS SERVICE AND THE CREATIVE CONTENT AND FACTUAL CONTENT AVAILABLE THROUGH IT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** MLS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE MLS SERVICE AND

ANY FACTUAL CONTENT OR CREATIVE CONTENT AVAILABLE ON IT, INCLUDING RELIANCE BY YOU OR ANY CONSUMER ON ANY INFORMATION OBTAINED THROUGH USE OF THE MLS SITE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE MLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE MLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

(c) **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL THE LIABILITY OF MLS ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT YOU HAVE PAID (OR MEMBER FIRM HAS PAID ON YOUR BEHALF) TO MLS IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

(d) **Indemnification.** You will defend, indemnify, and hold MLS 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 MLS arising from any of Your acts, including without limitation (i) putting inaccurate information into the MLS Service; (ii) making or allowing another to make unauthorized use of Your password; (iii) making unauthorized use of the MLS Service, the Creative Content, or the Factual Content; (iv) infringing any proprietary or contract right of any third party; and (v) violating this Agreement or any other agreement or any law.

(e) **Acknowledgment.** You acknowledge that MLS has 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.

8. Miscellaneous.

(a) **Assignment.** You may not assign or delegate this Agreement or any obligations or duties hereunder. Any purported assignment or delegation in contravention of this section is null and void *ab initio*.

(b) **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. 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.

(c) **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota applicable to contacts made and performed in Minnesota, notwithstanding its choice of law provisions.



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The parties witness their covenants in this Agreement by setting their signatures below. **Subscriber expressly acknowledges having read the disclaimers and limitations of liability set forth in Section 7.**

SUBSCRIBER

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Print name

MEMBER FIRM AUTHORIZATION

I, a principal or officer of Member Firm, authorizes this Subscriber to have access to MLS under the terms of this Agreement and the Multiple Listing Service Agreement between MLS and my firm.

\_\_\_\_\_  
Signature of principal or officer

\_\_\_\_\_  
Member Firm name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Office address (incl. City, State, Zip)