

Tucson Association of REALTORS®, Inc.
Tucson Association of REALTORS® Multiple Listing Service, Inc.
MLS Participation Agreement

I, _____, Designated REALTOR®/Broker (Participant) and the real estate firm of _____, (Firm) request participation in the Tucson Association of REALTORS® Multiple Listing Service, Inc. (MLS).

In requesting participation, I agree that both the Firm and the Designated REALTOR®/Broker will be responsible for all fees assessed to Participant, and any user fees which are due and payable for individual services rendered, as set forth in the fee schedule available to Participant. I understand, as the Designated REALTOR®/Broker, I am responsible for all licensees in my office and the licensees that access the MLS system through my participation. The Firm also agrees that it is jointly and severally liable for all service fees incurred by the Firm and/or by said licensees.

Participant and Firm agree to indemnify and hold MLS harmless from all claims and liability relating to Participant and Firm's use of the MLS system and services.

As a Participant, I have read, understand, and agree to abide by the MLS Bylaws and MLS Rules and Regulations. Additionally, I understand that the information obtained from MLS is confidential proprietary market information which is available only to Participants of the MLS. I agree that I only will provide access to or information from the MLS in accordance with the MLS Bylaws and MLS Rules and Regulations. Violation of this provision is a violation of the MLS Bylaws and MLS Rules and Regulations, and is subject to a fine or any other sanction provided for in the MLS Bylaws and/or MLS Rules and Regulations.

All data and photos submitted to the MLS becomes the property of the Tucson Association of REALTORS® Multiple Listing Service, Inc. However, this does not restrict a Participants ability to use the data/photos. As a Participant. Further, Participant acknowledges that all data available to Participant through the MLS serve and system is provided "as is" and neither MLS nor its data supplier makes any warranties, express or implied, as to its merchantability or fitness for a particular purpose. As a Participant, I agree to utilize all data received by the MLS in accordance with the MLS Rules and Regulations. Designated REALTOR®/Broker is hereby notified that all data obtained from the MLS Computer System is federally copyrighted. Providing MLS information to unauthorized recipients may be a copyright violation. Any violation of said copyright will be prosecuted to the fullest extent of the law.

As a Participant, I authorize all licensees in my office to have access to the MLS computer system through my office or their own personal computer equipment. I hereby authorize the MLS to work with any approved 3rd Party Vendor on my and my agent's behalf as agreed to in the Third Party Access Agreement.

This Participation Agreement may be terminated upon written notice to the MLS and can be terminated by the MLS in accordance with MLS Bylaws and MLS Rules and Regulations. Upon termination, I understand all active listings will be released from the MLS computer system and all data obtained from the MLS must be immediately destroyed (except those records required to be kept by law) or holder of said data will be in violation of the federal copyright.

Due to the serious nature of this agreement, I agree to review with each licensee in my office the potential consequences of a violation of the MLS Bylaws and/or MLS Rules and Regulations, particularly as it relates to the unauthorized dissemination of MLS copyrighted information.

Designated REALTOR®/Broker (signature)

Date

Company Name

By: _____

Title

Date

Accepted By: _____

Tucson Association of REALTORS® Multiple Listing Service, Inc.

Date

Tucson Association of REALTORS® , Inc.
Tucson Association of REALTORS® Multiple Listing Service, Inc.
New Office Application

Office Name _____

ADRE License # for Office _____
(Appraisers use your License #)

Street Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-mail Address _____ Web Address _____

Designated REALTOR®/Broker Name: _____

Mailing Address (if different from above) _____

City _____ State _____ Zip _____

If REALTOR®, location of Primary Board/Association Membership*: _____

***Note:** Designated REALTOR® must provide the Tucson Association of REALTORS® Multiple Listing Service, Inc. with a letter indicating membership in good standing from the local Board/Association of primary membership, attached hereto and made a part hereof.

Please allow three (3) business days from date of receipt by Tucson Association of REALTORS® Multiple Listing Service, Inc. for processing of this application.

The Tucson Association of REALTORS® Multiple Listing Service, Inc. requires the Designated REALTOR®/Broker to complete and sign a MLS Participation Agreement, attached hereto and made a part hereof, to be kept on file with Tucson Association of REALTORS® Multiple Listing Service, Inc . Computer access, if requested, will not be granted until the above information is verified and a fully executed MLS Participation Agreement is on file.

I agree as a condition of participating in the Tucson Association of REALTORS® Multiple Listing Service, Inc. to abide by all relevant Bylaws, Policies, MLS 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®/Brokers 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 any Tucson Association of REALTORS® Multiple Listing Service, Inc. 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.

Designated REALTOR®/Broker Signature

Date