



By submitting the application, I understand that by becoming and remaining a broker participant or subscriber to the MLS, I agree to abide by MLS rules and policies, as from time to time amended, including but not limited to the following:

- I will not represent myself, my firm or company with whom I may become associated as REALTOR® unless I am a REALTOR® member of TCAOR or a REALTOR® member of another board.
- **Orientation.** I understand that orientation is REQUIRED for membership. Failure to fulfill orientation requirements may result in forfeiture of membership dues, suspension of services and denial of membership. Services shall be suspended within 60 days and membership will automatically be terminated within 90 days if orientation is not fulfilled. Non-refundable orientation reinstatement (\$250) is available to temporarily regain suspended services.
- I understand that my membership dues are subject to change. At any time before my membership dues are due, I may reject the change by cancelling my membership. Membership dues renewal is due July 1<sup>st</sup>. It is my responsibility to pay dues in a timely manner, if not, a \$50.00 late fee will be assessed after the due date.
- I understand that my membership dues are non-refundable. In the event I fail to maintain eligibility for membership for any reason, I understand I will not be entitled to a refund of my dues or fees.
- I agree not to use the MLS data for any purpose other than to market property or support market valuations or appraisals as specifically set forth in the rules.
- I agree not to reproduce any portion of the active listings except as provided in the MLS rules.
- I agree not to download MLS data except as provided in the MLS rules.
- I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS rules to access any electronic devices receiving MLS information. I agree not to transmit the information to any participants, subscribers and clerical users not authorized to access the system by the rules. I agree not to use the MLS to create another product except as may be used by the participant who downloaded the data in compliance with the MLS rules.
- I agree I will not give or sell my password to any person or make it available to any person. I further understand that the California Penal Code and the United States Code prohibits unauthorized access to computer data bases. I agree not to allow such unauthorized access by use of either any of my equipment or pass codes.
- I understand that clerical users may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such information to me. Persons performing any activities that require a real estate license or an appraiser's certificate are not eligible for this clerical users classification. Clerical users are not eligible for lockbox privileges and if licensed, shall not be broker sponsored. I further understand that any violation by a clerical user employed by me, under contract with me or used by me is my responsibility and can result in discipline and ultimate termination of MLS services.
- I understand and agree that if I wish to change, modify, or terminate my MLS Service, I must do so in writing.
- I will not lend or make available my lockbox key to any person, even if an authorized MLS user. I further understand that the Board/MLS can incur costs in securing the system if I fail to take adequate measures to protect my key and lockbox and that I may be held responsible for these costs.
- I understand that the violation of MLS rules and policies may result in discipline, fine and termination of the service. In addition, my actions may cause damage to Board/Association which owns the MLS and the Board may pursue its legal remedies against me to recover such damages.
- I understand as a MLS Broker or Appraiser Participant or MLS Subscriber, I agree for myself and the corporation or firm for which I act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other MLS participants and subscribers; or (ii) any other MLS Broker or Appraiser Participant or MLS Subscriber of another Board/Association/MLS which shares a common database with this Board/Association/MLS through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Board/Association facilities and in accordance with the Board/Association/MLS rules and procedures for arbitration.
- I authorize TCMLS or its representative(s) to verify any information in this application including contacting any MLS, the DRE, current or past Brokers, Participants, Salespersons, Subscribers or business associates. I further authorize any MLS in which I have been a member or Participant or Subscriber to release all membership and disciplinary records to TCMLS or its representative(s). I understand that any information gathered under this authorization may be used in evaluating my application for membership and future disciplinary sanctions. I waive any legal claim or cause of action against TCMLS, its agents, employees or members including, but not limited to, slander, libel or defamation of character, that may arise from any action taken to verify, evaluate or process this application or other use of the information authorized and released hereunder.

By submitting the application, I expressly authorize the MLS or their subsidiaries or representatives to fax, e-mail, telephone, text message or send by U.S. mail to me, at the fax numbers, e-mail, telephones and addresses in the application, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the MLS. The MLS is not responsible for cell phone carrier charges and I may be billed for the cost of the text messages. I certify that I have read and agree to the terms and conditions of this application and that all information in this application is true and correct. I hereby apply for participation as a Participant or Subscriber in the Tulare Multiple Listing Service (TCMLS).