

Sedona Verde Valley Association of REALTORS® (SVVAR)
Designated REALTOR® MLS Participation Agreement (Broker)

I, _____, Designated REALTOR® (MLS Participant) and the real estate firm of _____, (Firm) request participation in the Multiple Listing Service, Inc. (MLS) provided by the Sedona Verde Valley Association of REALTORS®.

In requesting participation, I agree that both the Firm and the Designated REALTOR® will be responsible for all fees assessed to the MLS Participant, and any user fees which are due and payable for individual services rendered, as set forth in the fee schedule available to the MLS Participant. I understand, as the Designated REALTOR®, 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.

I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants in the MLS. I agree that I must continue to engage in such activities during my participation in the MLS. I acknowledge that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

MLS will issue one "Agent ID" number and Password to the Designated REALTOR®. **The Agent ID number and Password is provided exclusively for the use of the Designated REALTOR® and may not be shared with or used by any other person not authorized by the SVVAR Bylaws, MLS Rules and Regulations and MLS Operating Policies.**

As a Participant, I have read, understand, and agree to abide by the SVVAR Bylaws, the MLS Rules and Regulations and the MLS Operating Policies. Additionally, I understand that the information obtained from the 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 SVVAR Bylaws, the MLS Rules and Regulations and the MLS Operating Policies. Violation of this provision is a violation of the SVVAR Bylaws, the MLS Rules and Regulations, and the MLS Operating Policies and is subject to a fine or any other sanction provided for in the SVVAR Bylaws, and/or MLS Rules and Regulations, and/or the MLS Operating Policies.

All data, including photos, submitted to the MLS becomes the property of the Multiple Listing Service operated by the Sedona Verde Valley Association of REALTORS®. Further, Participant acknowledges that all data available to Participant through the MLS service and system is provided "as is" and neither the 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 and MLS Operating Policies. Participant and Firm agree to indemnify and hold the MLS and its data supplier harmless from all claims and liability relating to Participant and Firm's use of the MLS system and services. Designated REALTOR® 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.

I agree as a condition of participation in the MLS to be bound by the Code of Ethics on the same terms and conditions as SVVAR members, as established in the *Code of Ethics and Arbitration Manual*, 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 SVVAR. I understand that a violation of the Code of Ethics may result in suspension or termination of MLS rights and privileges.

This Participation Agreement may be terminated upon written notice to the MLS and can be terminated by the MLS in accordance with SVVAR Bylaws, the MLS Rules and Regulations and the MLS Operating Policies. 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 hold 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 SVVAR Bylaws, and/or MLS Rule and Regulations, and/or the MLS Operating Policies, particularly as it related to the unauthorized dissemination of MLS copyrighted information. As a Participant, I authorize licensees in my office who have paid for a subscription for MLS services 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.

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|------------------------------------|-----------------|
| _____ | _____ |
| Designated REALTOR® (signature) | Date |
| _____ | _____ |
| Designated REALTOR® (printed name) | Company Phone # |
| _____ | _____ |
| Company/Firm Name | |

Office use only below this line

| | |
|--|-------|
| Accepted By: _____ | _____ |
| Sedona Verde Valley Association of REALTORS® | Date |