

Sedona Verde Valley Association of REALTORS® (SVVAR) MLS User/Subscriber Participation

Agreement (Broker/Agent)

As a User/Subscriber participating in the Multiple Listing Service (MLS) provided by the Sedona Verde Valley Association of REALTORS® (SVVAR), I have read, understand, and agree to abide by the SVVAR Bylaws, the MLS Rules and Regulations, the MLS Operating Policies and other obligations of participation, including payment of fees. 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 the MLS Rules and Regulations, and/or the MLS Operating Policies.

In requesting participation, I agree that I will be responsible for all fees assessed as a user/subscriber, as well as any fees which are due and payable for individual services rendered, as set forth in the fee schedule available to users/subscribers. The MLS will issue one "Agent ID" number and Password to user/subscriber. **The Agent ID number and Password is provided exclusively for the use of the user/subscriber and may not be shared with or used by any other person.**

All data and photos submitted to the MLS becomes the property of the Multiple Listing Service. As a user/subscriber, I agree to utilize all data received by the MLS in accordance with the MLS Rules and Regulations and the MLS Operating Policies. User/Subscriber participating in the MLS is hereby noticed 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.

As a User/Subscriber, I agree to indemnify and hold the MLS and its data supplier harmless from all claims and liability relating to User/Subscriber's use of the MLS system and service.

This User/Subscriber Participation Agreement may be terminated upon written notice to the MLS and can be terminated by the MLS in accordance with the 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 holder of said data will be in violation of the federal copyright.

MLS Participating User/Subscriber (signature)

Date

MLS Participating User/Subscriber (printed name)

Office Name

For office use below this line

Accepted By: _____
Sedona Verde Valley Association of REALTORS®

Date