

For MLS Use Only

Member No. _____

Firm No. _____

County _____

METROLIST SERVICES, INC.

PARTICIPANT/SUBSCRIBER APPLICATION

I hereby apply for participation as a Participant or Subscriber in the MetroList Services, Inc. ("MetroList") Multiple Listing Service ("MLS"). I have read and hereby agree to abide by the MetroList Services, Inc. MLS Rules. I understand that the MLS Rules cited in parentheses () throughout this application refer to sections of the MLS Rules applicable to the questions referenced herein.

1. **Last Name:** _____ **First:** _____ **MI:** _____
(as shown on License)

1a. Optional Personal Information (for identification purposes): **Birthplace:** _____

Date of Birth _____ **Mother's Maiden Name:** _____

2. **Other dba's I use are:** _____

3. **SS Number:** _____ 4. **Driver's License No.:** _____

5. **Firm Name:** _____

6. **Firm Address: (Street)** _____

(City/State) _____ **(Zip Code + four)** _____

6a. **Firm Mailing Address** (if different than above):

(P.O. Box/Street) _____

(City/State) _____ **(Zip Code + four)** _____

7. **Firm Phone:** () _____ 7a. **Fax:** () _____

8. **Home Address: (Street)** _____

(City/State) _____ **(Zip Code + four)** _____

8a. **Preferred Mailing Address:** Home Office

9. **Home Phone:** () _____ 9a. **Cell Phone** () _____

9b. **E-mail address:** _____

9c. I want the following telephone numbers to appear on my listings:

Primary number # () _____ **Secondary** number # () _____

10. I am applying for participation in the MetroList MLS as a/an (check one):

_____ Broker Participant (4.1.1) _____ Appraiser Participant (4.1.2)

_____ Real Estate Subscriber (4.2.1) _____ Appraiser Subscriber (4.2.2)

11. My DRE License number is _____ License Expires _____

11a. My OREA Appraiser

License Number is _____ OREA License Expires _____

11b. And, I am a (check one):

_____ Broker _____ Licensed Appraiser _____ Salesperson _____ Appraiser in Training

11c. And, I am (check one):

_____ a sole proprietor _____ a general partner _____ a corporate officer
_____ a non-principal _____ an employee of _____ an Appraiser Participant
_____ an employee or an independent contractor affiliated with a Broker Participant

11d. If I checked that I was the sole proprietor, general partner or corporate officer, then I understand that I must answer the following questions:

1. Are you subject to any pending bankruptcy proceedings? _____Y _____N
2. Have you been adjudged bankrupt with the last 3 years? _____Y _____N
3. Have any official sanctions by a court or other lawful authority been imposed upon you within the past 3 years for:

Civil rights laws _____Y_____N

Real estate licensing laws _____Y_____N

Other laws prohibiting unprofessional conduct _____Y_____N

12. I am also a member of the following MLS(s)_____

13. I have belonged to the following MLS(s): _____

14. (check one) _____I have _____I have not been disciplined by one of the above MLS(s), and if I have been disciplined, I have attached copies of the discipline.

15. (check one)_____I have _____I have not been disciplined by the DRE or OREA, and if I have been disciplined. I have attached copies of the discipline

16. By signing this application, I understand and agree to abide by the MLS Rules, as from time-to-time amended, including but not limited to the following:

- a. I have completed the MLS Orientation Program by reading the MetroList MLS Orientation Program Manual (4.1.1(f)/4.1.2.f).
- b. If I am an applicant other than a principal, partner or corporate officer of the real estate firm/appraisal firm, then I must remain employed by or affiliated as an independent contractor with a Broker Participant (4.2.1) or employed by an Appraiser Participant (4.1.2).

- c. I agree to register all Clerical Users (licensed or unlicensed) with the Service. I understand Clerical Users are authorized limited access to the MLS for clerical tasks only and may not perform any activity that requires a real estate license. I also agree that any violation by a Clerical User that I have registered with the service can result in discipline to me and ultimate termination of my MLS services. (4.3, 12.12 and 14.1.d)
- d. If I am a Broker or an Appraiser Participant, then I must list all licensees and certificate holders and their license numbers that are working under my license and have attached said list. (4.4)
- e. I understand that my participation is not transferable. (4.5)
- f. I understand that I must maintain a valid, active license or certificate at all times. (4.6)
- g. I understand that my continued participation in the MLS is dependent on my timely payment of all fees as charged by MetroList.
- h. I agree that I will input or submit to the Service any and all listings and that I will maintain said listings in accordance with the MLS Rules.
- i. I understand and agree that I have no ownership or copyrights to the MLS data; that I will preserve the confidentiality of the MLS compilations (including downloaded MLS information); and that I will not share any MLS data nor reproduce any portion of the active listings unless specifically authorized under the MLS Rules.
- j. I understand that I will be assigned a unique user name ("Agent ID") by MetroList. I understand that if I permit another person to use my Agent ID for access to the MLS computer system without authorization from MetroList, I will be subject to a fine and/or other disciplinary action up to and including termination of MLS services. I understand that unauthorized access to and/or use of computers, computer systems or computer data, including misuse of my Agent ID, is a crime under California penal code section 502. (12.20)
- k. I understand that all access to the system furnished or permitted under these MLS Rules are furnished without warranty of any kind, either express or implied, and all such warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

I further understand that MetroList will not be responsible for the interruption of, interference with, lessening of or suspension of any of the services or access to the system or to information to be provided hereunder if caused by strikes, earthquakes, lockouts, riots, epidemics, war, government regulation, fire, flood, natural disasters, Acts of God or material shortages, failures, malfunctions or inadequacies of equipment not provided by MetroList, or any other cause not under the control of MetroList, or for material shortages, failures, malfunctions or inadequacies of equipment or software provided by MetroList or any other party during any transition or upgrade from one computer system to another computer system or any computer system upgrade.

I agree that in no event will MetroList be liable to Participants, Subscribers and/or Clerical Users or to any other person for any indirect, special, or consequential damages, including without limitation, any loss of profits or loss of revenues arising out of or in connection with the use or performance of the system operation or other services furnished by MetroList. (12.18)

- I. I will not lend nor make available my Key to any person, even if said person is a Participant or Subscriber or a registered Clerical User; and I fully understand my obligations as a Keyholder in the Keybox System.

I understand that if I am an Appraiser Participant or Appraiser Subscriber applicant that I am not eligible to purchase a Keybox; place a Keybox on any property; or use a key to enter a property without the express permission of the owner or listing agent. (all of Section 13)

- m. I agree that all MLS Rules violations shall be processed in accordance with Section 15 of the MLS Rules. (15)
- 17. I authorize MetroList 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 MetroList or its representative(s). I further authorize MetroList or its representative(s) to use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to, slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by MetroList or its representative(s).
- 18. I understand and agree that the above statements are in addition to the MLS Rules, to which I have also agreed. Violation of any MLS Rule may result in discipline, fine and ultimate termination of my MLS service. In addition to that, my actions may cause damage to MetroList, which owns the MLS, and that MetroList may pursue their legal remedies against me to recover such damages.
- 19. I understand and agree that if I wish to change, modify, or terminate my MetroList MLS Service, I must do it in writing.

I declare under penalty of perjury that the information given in this application is true and correct.

Executed at _____, CA.

Signature (Agent)

Date

Participant's Printed Name

Date

Signature of Participant (Broker/Authorized Signatory)

Date

Fees Collected

Initial Participation Fee _____ Credit Card No. _____ Exp. _____

Note: Future Participation Fees will be billed by MetroList Services, Inc.

For MetroList Use Only:

ELD____ Lodi____ MOD____ PCAR____ PTON____ SAC____ STKN____ YOLO____