

**NON-MEMBER PARTICIPANT APPLICATION AND AGREEMENT**

**REFERENCE ONLY – ALL FORMS WILL BE SIGNED ELECTRONICALLY**

Name of Non-Member Firm (Brokerage/Company): \_\_\_\_\_

Firm Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Firm Phone Number: \_\_\_\_\_

Brokerage/Company is applying  
for the following MLS access (Full Access/PLN Only): \_\_\_\_\_

**Individual Participant**

Name of Sole Proprietor/Partner or Corporate Officer who will act as the Individual Participant Responsible for Firm's Participation in the multiple listing service (MLS): \_\_\_\_\_

Home Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone : \_\_\_\_\_ Email: \_\_\_\_\_

Individual Participant is a licensed real estate broker/agent or is professional licensed or certified to engage in the appraisal of real property in the following state: \_\_\_\_\_ License Number: \_\_\_\_\_

Individual Participant (*check one*) ☐ [is] OR ☐ [is not] a REALTOR®.

If yes, name of local REALTOR® Association in which Applicant is a member: \_\_\_\_\_

As the Sole Proprietor, Partner and/or Corporate Officer of the above real estate firm ("the Firm"), I hereby make application on behalf of the firm to obtain access to the MLS administered by MRED through C.A.R. The undersigned, individual and on behalf of the firm, hereby agree to the following if granted MLS access:

1. To strictly abide by (i) all of terms and conditions related to the MLS set forth in C.A.R.'s Bylaws, (ii) C.A.R.'s Policy Manual related to the MLS, including, without limitation, Section 614, and C.A.R.'s MLS Only Compliance Policy (iii) all terms, conditions, and policies of the MLS and MRED, including MRED's Code of Conduct related to the MLS; and (iv) all applicable federal, state, and local statutes, regulations, ordinances, and other laws; and that C.A.R. may, with or without prior notice, and without any obligation to refund any fees, suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of my and my firm's access to the MLS should I or any Subscriber or Authorized User, as those terms are defined by MRED's Rules and Regulations, affiliated with my firm commit any violation thereof.
2. That C.A.R. may suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of my or my firm's access to the MLS, and do so without any obligation to refund any fees, should the MLS or MRED change the terms of the access or service in a manner that would prohibit me or my firm from having access to the MLS;
3. That as the Individual Participant, I am responsible for ensuring compliance with the MRED Rules and Regulations, MRED Code of Conduct, C.A.R.'s Policy Manual related to the MLS, including, without limitation, Section 614, and C.A.R.'s MLS Only Compliance Policy, by all Subscribers and Authorized Users, including all licensees, employees, assistants, and other persons, who access or use MLS services through my firm's affiliated participation.
4. That C.A.R. may suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of my and my firm's access to the MLS, and do so without any obligation to refund any fees, should my firm or I fail to pay any applicable fees to C.A.R. or MRED when due.
5. That C.A.R. may at any time, and without prior notice, change the provisions in its Bylaws or Policy Manual related to MLS access and I must abide by any changes to such provisions.

The initial participation fee of \$400 is submitted with this application. Upon receipt of any invoice, the firm shall pay to C.A.R.:

1. All participation and/or user fees for myself and all licensees or certified appraisers employed by, affiliated with or licensed to me or my firm.

2. All costs for licensees and/or certified appraisers employed by, affiliated with or licensed to me or my firm for books, computer charges and any other fees as assessed.
3. All fines, fees, service charges or other financial obligations to the MRED for the firm.
4. All participation and/or assessed fees and costs for unlicensed personal assistants or appraiser certification candidates or trainees who work under the direct supervision of a principal of the firm or a licensee or certified appraiser employed by or affiliated with the firm.

The undersigned, individually and on behalf of the firm, has read and understands the Bylaws of C.A.R./MRED, the Policy Manual and all other applicable policies of C.A.R./MRED, MRED's Rules and Regulations, including MRED's Code of Conduct, C.A.R.'s MLS Only Compliance Policy, and the Code of Ethics and Professional Standards manual of the National Association of REALTORS® (where applicable) and on behalf of the firm hereby agree to abide by the same. The undersigned on behalf of the firm agrees that all materials supplied by C.A.R./MRED shall remain the property of C.A.R./MRED and further agrees to return all materials furnished by C.A.R./MRED. The undersigned, individually and on behalf of the firm agree that the granting of MLS access does not confer membership in C.A.R. and that the undersigned and any brokers and appraisers of the firm may not represent or hold themselves out to be a member of C.A.R.

I understand and agree that, in accordance with the current Policy Manual, all fees, service charges, and assessments for MLS access must be prepaid for the period of service as a condition of being granted MLS access. To the extent that there are additional fees, services charges, other assessments, or fines that that are incurred or imposed, the additional fees, service charges, assessments, and fines must be paid within 30 days of receipt of an invoice or notice from C.A.R. or the MLS provider. I further understand and agree that, in the event that additional fees, services charges, other assessments, or fines are not paid within 30 days of receipt of an invoice or notice from C.A.R. or the MLS provider, the firm's access to the MLS may be subject to suspension or termination, and that MLS access to me, my firm and licensees and certified appraisers employed by, affiliated with or licensed to me or the firm shall cease.

Further, I understand and agree that as applicant for the above firm's MLS participation in C.A.R./MRED, I shall remain personally responsible for the payment of all financial publications of the firm named herein to the C.A.R./MRED unless and until a new Participant Application and Agreement shall be executed and accepted. Finally, I understand and agree that if the C.A.R./MRED deems it necessary to file a civil action to recover from my unpaid participation fees and costs for multiple listing services, the C.A.R./MRED may not only recover the amount of such unpaid fees and cost, but also its reasonable attorney's fees and costs in connection with such litigation.

The undersigned, individually and on behalf of the firm, in exchange for being granted MLS access, agree to indemnify and save harmless C.A.R. and its officers, employees, attorneys against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with my, my firm's, and the brokers and certified appraisers' employed by, affiliated with or licensed to me or my firm's access to or use of the MLS or any failure to meet the terms of this Agreement, the Bylaws, Policy Manual, other applicable policies of C.A.R./MRED, MRED's Rules and Regulations, including MRED's Code of Conduct, C.A.R.'s MLS Only Compliance Policy, and the Code of Ethics and Professional Standards manual of the National Association of REALTORS®.

Except for claims arising out of C.A.R.'s gross negligence or intentional misconduct, the undersigned, on its and its firm's behalf, agrees that the undersigned and its firm may not seek, and do not have the right to seek, to recover a judgment for monetary damages against C.A.R., or any of its officers, employees, agents, representatives, engineers, or attorneys, regarding any claims related to this Agreement, MLS access, or termination or suspension thereof.

I ACKNOWLEDGE AND AGREE THAT IN PROVIDING ACCESS TO THE MLS THROUGH MRED TO ME AND MY FIRM, C.A.R. PROVIDES THE SERVICES "AS-IS" AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND HAS MADE NO REPRESENTATIONS AS TO THE SUITABILITY OR QUALITY OF THE SERVICES THAT IT OR MRED MAY PROVIDE. EXCEPT FOR CLAIMS ARISING OUT OF C.A.R.'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, I AGREE THAT THE UNDERSIGNED AND MY FIRM MAY NOT SEEK, AND DO NOT HAVE THE RIGHT TO SEEK, TO RECOVER A JUDGMENT FOR MONETARY DAMAGES AGAINST C.A.R., OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR ATTORNEYS, REGARDING ANY CLAIMS RELATED TO THIS AGREEMENT, MLS ACCESS, OR TERMINATION OR SUSPENSION THEREOF.

Signed: \_\_\_\_\_

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