

# Office Registration and Participant Information Form RMLS™

Document #1330

Please print clearly

Revision Date: 7/20/2021

**Note:** A standard office initiation fee is applied to every new office, including a sole proprietorship. Appraisal offices please use document #1340 and affiliate offices use document #1350.

## OFFICE INFORMATION

Office Name: \_\_\_\_\_

Office Street Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Mailing Address, if different: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Website URL: \_\_\_\_\_

Office Phone #: \_\_\_\_\_ Office Fax #: \_\_\_\_\_

Office Email (Required for Washington Offices): \_\_\_\_\_

(Can't be an email used by a person)

## QUALIFICATION INFORMATION (required prior to activation)

Board/Association of REALTORS®: \_\_\_\_\_ Ofc. NRDS #: \_\_\_\_\_

Office License #: \_\_\_\_\_ State: OR / WA

Participant/Principal Broker: \_\_\_\_\_ (Must be an active RMLS Subscriber)

Primary Contact if other than Participant: \_\_\_\_\_

Primary RMLS Office: (Select one RMLS branch you are most likely to contact for service.)

☐ Brookings ☐ Coos Bay ☐ Eugene ☐ Florence ☐ Grants Pass ☐ Hermiston ☐ Hood River ☐ Portland ☐ Roseburg ☐ Salem ☐ Vancouver

## OFFICE TYPE (Select One)

☐ REALTOR® Office: Main  
(\$500 initiation fee)

☐ Reinstatement

☐ REALTOR® Office: Branch (\$100 initiation fee)

• Web Office ID or Location of Main Office:

\_\_\_\_\_

• Signature of Main Office Participant Broker:

\_\_\_\_\_

A signed RMLS Participant Agreement must accompany this form - see following pages.

Please **EITHER** fax this document to 503.230.0689 (877.256.2170 outside Portland Metro Area) **OR** email a pdf to [frontdesk@rmls.com](mailto:frontdesk@rmls.com). **Please do not do both.** We strive to process your submission within 24 hours after receipt, however, please allow up to 48 hours. We will contact you with the Web Office ID (formerly Broker Code) and payment instructions.

Print Name of Participant/Principal Broker: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Participant/Principal Broker: \_\_\_\_\_

RMLS Use Only

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Org ID #: \_\_\_\_\_ Web Office ID: \_\_\_\_\_ Branch's Main Org ID #: \_\_\_\_\_ PB Contact ID#: \_\_\_\_\_

Verification: Ofc License: ☐ Ofc NRDS: ☐ Initiation Fee Amt Billed to Ofc: \_\_\_\_\_

OR

## RMLS PARTICIPANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the RMLS (Regional Multiple Listing Service, Inc.), an Oregon corporation, and \_\_\_\_\_  
("Participant" - Office Name).

### **RECITALS**

RMLS provides on-line multiple listing services and certain other services for REALTORS® in Oregon and Washington. In some cases, RMLS has contracted with a third party vendor(s) to provide such services and products to Participant and licensees affiliated with Participant. Such licensees are called "Subscribers."

Participant wishes to subscribe for the services and products described below.

1. **Definitions.** Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the meaning set forth in the RMLS Rules and Regulations, a copy of which has been provided to Participant.

2. **Services Requirements.**

2.1 **Minimum Service Requirements.** During the term of this Agreement, Participant shall:

- a. Subscribe for and maintain one (1) Office Service for each of Participant's offices using RMLS services;
- b. Cause each licensee (including, without limitation, brokers and managers) associated with RMLS Participant to be a Subscriber, unless RMLS grants a waiver pursuant to the RMLS Rules and Regulations.

2.2 **Changes in Service.** Participant shall notify RMLS promptly upon:

- a. The opening of any new office to be served by RMLS or the closing of any existing office;
- b. The beginning or termination of any licensee's association with Participant.
- c. The beginning or termination of any unlicensed staff association with Participant who has RMLS access.

3. **Services and Compensation.**

3.1 **RMLS Service.** Participant hereby subscribes for RMLS Office Service, which is the on-line computer system database and functions, and the other services and products provided by or through RMLS (collectively, RMLS Service).

3.2 **Fees.** Participant shall pay RMLS for any fees, as applicable, billed at the rate set forth in Attachment A, as the same may be adjusted from time to time upon not less than fifteen (15) days notice. Invoices for all RMLS Service are due in full within twenty-five (25) days of invoice.

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- 3.3 **Remedies.** In addition to all other rights and remedies and sanctions provided in this Agreement and the Rules and Regulations, RMLS may suspend all or any portion of RMLS Service to Participant if all fees due hereunder are not paid when due.
- 3.4 **Subscriber's Services and Fees.** RMLS will bill Participant's Subscribers separately for Subscriber services. Participant acknowledges that RMLS may suspend such Subscriber's services entirely if Participant fails to pay all fees due RMLS under this Agreement on a timely basis, and that RMLS may suspend individual Subscriber's services if such individual Subscriber fails to pay RMLS for such services on a timely basis.
4. **Subscribers' Access Codes.** The various levels of On-Line System Services available to Participants and Subscribers have been described to Participant, with each level identified by User Class. RMLS will assign each Subscriber an access code permitting access to a particular level of service based upon such Subscriber's User Class designated by the Participant.
5. **Other Equipment.** Participant acknowledges that On-line System Services are accessed through certain terminals or personal computers not covered by this Agreement. Upon request, RMLS will provide additional information regarding equipment compatibility requirements.
6. **Term; Termination.** This Agreement shall become effective upon its execution and shall continue until terminated as herein provided. Charges for RMLS Service shall commence at the time(s) set forth in Section 3.2 above, and conclude at the end of the calendar month in which termination occurs. Either party may terminate this Agreement upon written notice with or without cause, except that no such termination shall relieve either party of any obligations accrued before such termination.
7. **Taxes.** In addition to all other payments stated in this Agreement, Participant shall pay or reimburse RMLS for all use taxes and personal property taxes, if any, assessed on services or products provided to it under this Agreement within twenty-five (25) days after invoice for the same.
8. **Participant's Indemnity.** Participant shall indemnify, defend, and hold harmless RMLS against any and all claims, actions, damages, and expenses, including reasonable attorney's fees and court costs, arising from the violation of any of the terms and conditions of this Agreement, including, without limitation, any violation of applicable law or RMLS Rules & Regulations, by Participant or its Subscribers, and from any claim involving proprietary rights to the listing data, photographs, or other information provided by Participant or its Subscribers to RMLS under this Agreement.
9. **Limitation.** In no event shall RMLS be liable to Participant, its Subscribers or any other party for indirect, incidental or consequential damages with respect to any RMLS Service.
10. **Warranty.** RMLS hereby assigns to Participant any and all warranties received by RMLS from its third party vendors with respect to RMLS Service provided to Participant hereunder. Such warranties are provided in lieu of all other warranties, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.

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11. **Facsimile Transmissions.** Participant hereby expressly consents to receipt by facsimile, modem or other electronic or telephonic means from RMLS, or its vendors, other participants and their subscribers, of advertisements, notifications and other communications relating to this agreement, the real estate industry, and ancillary goods and services.
12. **Attorney's Fees.** In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other reasonable costs, attorneys fees, and other related expenses resulting from such litigation.
13. **Rules and Regulations; Compliance with Law.** Participant hereby agrees to comply with and abide by all applicable laws, regulations and ordinances, and RMLS Rules and Regulations, a copy of which Rules have been provided to Participant. The RMLS Rules and Regulations, as may be amended from time to time, are hereby incorporated into this Agreement.
14. **Ownership of Database.** All data, databases and information provided to Participants and Subscribers or contained at any time within the System database shall be and remain the sole and exclusive property of RMLS except as provided in licensing agreements executed between RMLS and its providers. This Participant and Subscriber Agreement grants limited license only to use and access such data for the purpose and to the extent necessary to carry on Participant's business in the ordinary course, and no Participant or Subscriber shall disclose, disseminate, copy or use such data other than in the ordinary course of business, and shall keep all such data confidential. This Participant Agreement is not intended to give Participant any rights of ownership in any provider, vendor, hardware, software, data or databases of RMLS which are and shall remain at all times the exclusive property of RMLS and their providers, as the case may be. Participant and its Subscribers must keep their Private ID access codes confidential and must not allow others to use them.
15. **Web Office ID.** Assigned by RMLS: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date last set forth below, and the Participant hereby certifies that Participant is a subscriber in good standing of the \_\_\_\_\_  
Board or Association of REALTORS®.

**Participant/Principal Broker:**

**Regional Multiple Listing Service, Inc.**

Printed: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# RMLS Rules and Regulations - Schedule A

## OFFICE FEES:

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Firm Initiation Fee	\$500
Branch Office Initiation Fee	\$100

## ADDITIONAL FEES:

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Late Fee	\$25
Paper Invoice Fee (optional)	\$5

## ADMINISTRATIVE/CLERICAL AND PERSONAL ASSISTANT FEES:

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Office Manager/Input Person Access Fee (Billed to Office)	\$50 per Quarter
Personal Assistant Access Fee (Billed to the Employing Subscriber)	\$50 per Quarter