



Subscriber Registration Form

Document 1320 Revision Date: 6/2/2020

Requirements: Active Real Estate License and NRDS Number from National Association of REALTORS®

Personal Information:

Name: _____ Preferred: _____
(As shown on real estate license) (First) (Middle) (Last) (First name if different from Real Estate license)

Home: _____
(Street - Including Apt/Ste/Unit)

City: _____ County: _____ State: _____ Zip: _____

Primary Email: _____

Phone: _____ Type: Cell Home Ofc.

Mail Preference: Home Office Birth Date: ____/____/____

Brokerage Information:

Brokerage Name: _____ Principal/Managing Broker: _____
(As shown on real estate license)

Web Office ID: _____

Brokerage Address: _____
(License resides here) (Street - Including Apt/Ste/Unit)

City: _____ County: _____ State: _____ Zip: _____

Qualifying Information (Required):

Board/Assn. of REALTORS®: _____ NRDS #: _____

Real Estate License #: _____ State: OR WA License Exp. Date: ____/____/____

Check this box if you are **either** an existing RMLS™ subscriber **or** have previously been one. If so, complete the following:
 Existing/Previous Reason for new registration: Dual License Reinstatement
 Other (Explain) _____

User ID: _____

Method of Validation: For your security, please select **one** option below and provide the applicable information:
 Mother's Maiden Name: First Pet's Name: Father's Middle Name: _____

Access Information:

User ID: Please use the letters of your last name, followed by your first name to a maximum of 8 letters:
 We will notify you of an alternate user ID if the one you chose is already in use.

Password: A case sensitive password will be provided by RMLS™ once registration is complete.

RMLSweb User Broker: Can add/modify **own** listings only (AA) Broker: Can add/modify listings for **Brokerage office** (BR)
 Access Level: Broker: No access to add/modify listings (AG) Participating/Managing Broker: Can add/modify listings
(Check one) for entire **Brokerage Firm** (HB)

For a detailed description of user access levels, consult your brokerage's Principal/Managing Broker or reference form 1310 on RMLSweb.

Paragon MLS System Access: \$60/quarter **Free trial for Q3 2020**

Lockbox Access:

New (4/2019): New RMLS™ subscribers will be automatically registered and invoiced for SentiLock service (See Schedule A of this form). Subscribers being reinstated will only be charged a SentiLock re-activation fee.

I want to use the SentiKey™ app only.
 I want to buy a SentiCard® and Home Reader to renew my SentiCard® (\$35 + \$5 shipping). I want my 4-6 digit PIN to be: _____
 I opt out of using SentiLock service. Dual license registration. No additional fee.

(#'s only. Can't start w/zero)

Please **EITHER** fax this document to (503) 230-0689 (outside Portland Metro area use (877) 256-2170) **OR** email a pdf copy to 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 login and payment instructions.

RMLS™ use only

Verification: NRDS _____ License _____ License Exp. Date _____ Dual License Subs #: _____ Org. ISC: _____
(if applicable)

CRM ID #: _____ Subscriber #: _____ Ofc. CRM ID #: _____ Dual Licensed: SL Permission Updated _____

Invoice created: Current Qtr _____ SL Eqpmt _____ Card Activation _____ Future Qtr Fees: _____ Future Qtr. Card Fees: _____ CRM input: Account set up _____ Relations tab _____ Demographics _____ **SUR**

Document 1320 A

RMLS™ SUBSCRIBER AGREEMENT

THIS AGREEMENT is made and entered into by and among RMLS™ (Regional Multiple Listing Service, Inc.), an Oregon corporation, and _____ ("Subscriber"), a duly licensed real estate licensee conducting business under the supervision of _____ ("Participant/Principal Broker").

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 third party vendor(s) to provide such services and products. Subscriber wishes to subscribe for the services and products described below.

IT IS AGREED:

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 Subscriber.
2. **Services and Fees.**
 - 2.1 **RMLS™ Service.** Subscriber hereby subscribes for the following services and products (collectively, "RMLS™ Service"): Basic Service; Subscriber Access
 - 2.2 **Fees.** Subscriber shall pay fees for RMLS™ Service at the rates set forth on Attachment A, as the same may be adjusted from time to time by RMLS™ upon not less than fifteen (15) days notice. Subscriber shall pay RMLS™ directly quarterly in advance all Fees within twenty-five (25) days of invoice therefore. The first quarter of Subscriber fees will be prorated based on the date of activation. All RMLS™ invoices will be delivered via e-mail. If you prefer to continue to receive a paper statement, there will be a \$5 paper billing fee added to your quarterly invoice.
 - 2.3 **Remedies.** In addition to all other remedies and sanctions provided in this Agreement and the Rules and Regulations, Subscriber's RMLS™ Service may be suspended if all Fees are not paid when due to RMLS™ by Subscriber or by Subscriber's Participant.
3. **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 2.2 above, and there are no refunds. 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. This Agreement shall terminate automatically upon termination of the Participant Agreement between RMLS™ and Participant, or upon the submission of a new Subscriber Agreement with a change in RMLS™ Service (Section 2.1). This Agreement can be transferred to a different Participant pursuant to a Subscriber Transfer in accordance with RMLS™ Rules and Regulations.
4. **Taxes.** In addition to all other payments stated in this Agreement, Subscriber 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.
5. **Other Equipment.** Subscriber acknowledges that Service is accessed through certain

Document 1320 A

terminals or personal computers not covered by this Agreement. Upon request, RMLS™ will provide additional information regarding equipment compatibility requirements.

6. **Subscriber's Indemnity.** Subscriber 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 the Agreement by Subscriber, including, without limitation, any violation of RMLS™ Rules and Regulations or applicable law, and from any claim involving proprietary rights to the listing data, photographs, or other information provided by Subscriber to RMLS™ under this Agreement.
7. **Limitation.** In no event shall RMLS™ be liable to Subscriber or any other party for indirect, incidental or consequential damages with respect to any RMLS™ Service.
8. **Warranty.** For the term of this Agreement, RMLS™ hereby assigns to Subscriber any and all warranties received by RMLS™ from its third party vendor(s) with respect to RMLS™ Service provided to Subscriber 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.
9. **Maintenance.** Subscribers acknowledge and agree that they are solely responsible for maintenance of their terminals or personal computers. RMLS™ will in no way be liable for the performance of Subscriber's equipment or Subscriber's ability to access the System.
10. **Access Codes.** All data, databases and information proved to 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 Subscriber Agreement grants Subscriber a license only to use and access such data for the purpose and to the extent necessary to carry on Subscriber's business in the ordinary course, and Subscriber shall not disclose, disseminate copy or use such data other than in the ordinary course of business, and shall keep all such data confidential. This Subscriber Agreement is not intended to give 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. **Subscriber must keep their Subscriber's Private ID access codes confidential and must not allow others to use them.**
11. **Disclosure; Assignment.**
 - a. SUBSCRIBER SHALL NOT DISCLOSE, DISSEMINATE OR COPY ANY OF THE COMPUTER PROGRAMS OR RELATED DOCUMENTATION ACCESSED HEREUNDER, INCLUDING, and WITHOUT LIMITATION, ANY SYSTEM PASSWORDS OR OTHER SECURITY FEATURES. SUBSCRIBER AGREES THAT RMLS™ SHALL HAVE THE RIGHT TO DISCONTINUE SERVICE UPON THE SUBSCRIBER'S DEFAULT OR UPON TERMINATION OF THIS AGREEMENT, INCLUDING THE EVENT OF A TERMINATION

FOR DEFAULT BY PERSONS OTHER THAN SUBSCRIBER. ANY TERMINATION OF THIS AGREEMENT BY RMLS™ AS PROVIDED HEREUNDER SHALL BE WITHOUT PREJUDICE TO ANY RIGHT OR CLAIM FOR ARREARS OF PAYMENTS AND WITHOUT ANY LIMITATION WHATSOEVER OF ANY OTHER LEGAL OR EQUITABLE

Document 1320 A

RIGHTS IT MAY HAVE.

- b. SUBSCRIBER SHALL NOT ASSIGN ANY RIGHT OR INTEREST IN THIS AGREEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF RMLS™. ANY ATTEMPT BY SUBSCRIBER TO TRANSFER BY ANY MEANS ANY OF ITS RIGHTS, DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT SUCH APPROVAL SHALL BE VOID.
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. **Facsimile Transmissions.** Subscriber hereby expressly consents to receipt by facsimile, modem or other electronic or telephonic means from RMLS™, its vendors, or RMLS™ participants and their subscribers, of advertisements, notifications and other communications relating to this Agreement, the real estate industry, and ancillary goods and services.
14. **Rules and Regulations; Compliance with Law.** Subscriber hereby agrees to abide by and comply fully with all RMLS™ Rules and Regulations, a copy of which has been provided to Subscriber, and with all applicable laws. The RMLS™ Rules and Regulations, as may be amended from time to time, are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

Subscriber: **Regional Multiple Listing Service, Inc.:**
Print Name: _____ By: _____
Signature: _____ Date: _____
Date: _____

Participant hereby certifies that Subscriber is a duly licensed real estate licensee conducting business under the supervision of Participant. Participant further instructs RMLS™ to assign Subscriber an Access Code for the following Relationship Type: _____ Web Office ID: _____

Participant/Principal Broker:
Print Name: _____ Signature: _____
Date: _____

RMLS™ Use: For Licensed Admins applying for Waiver	Int.: _____ Date: _____
CRM ID#: _____ Ofc. CRM ID#: _____	
Added RSA to Waiver form: _____	RSA

RMLS™ Rules and Regulations - Schedule A

OFFICE FEES:

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

RMLS™ SUBSCRIBER FEES:

RMLS™ Service Fee	\$141 per Quarter
SentriLock Service Fee (includes SentriSmart™ app for your smart phone)	\$33 per Quarter
SentriLock Activation Fee	\$25

OPTIONAL FEES:

SentriCard®	\$10
<ul style="list-style-type: none">• <i>If used, must be renewed in a home reader at the end of the day to notify lockbox owner(s) you accessed their lockbox(es).</i>• <i>Expires every night at midnight.</i>• <i>After expiration, must be renewed in a home reader before using it again.</i>• <i>Recommended for those who either don't have/want a smart phone or don't want to use the SentriSmart™ app.</i>• <i>Some app users want a SentriCard® as a back-up to the SentriSmart™ app.</i>	
SentriCard® Home Reader	\$25
<ul style="list-style-type: none">• <i>Plugs into your computer.</i>• <i>Used to renew your SentriCard® at the end of the day if used to gain access to lockbox(es).</i>• <i>Free download onto your PC or Mac required to read the chip on the SentriCard®.</i>• <i>You can use anyone's home reader to renew your SentriCard®.</i>	
Paper Invoice Fee	\$5
Paragon MLS System Access	\$60 per Quarter Free trial for Q3 2020

ADDITIONAL FEES:

Late Fee	\$5
----------	-----

ADMINISTRATIVE/CLERICAL AND PERSONAL ASSISTANT FEES:

Office Manager/Input Person Access Fee (Billed to Office)	\$25 per Quarter
Personal Assistant Access Fee (Billed to the Employing Subscriber)	\$25 per Quarter

RMLS™ SENTRILOCK SENTRICARD® AUTHORIZED USER AGREEMENT

IMPORTANT: Complete, sign and include this agreement if you want access to lockboxes.

IT IS HEREBY AGREED AMONG **REGIONAL MULTIPLE LISTING SERVICE, INC.** ('RMLS™'), AND **MLS PARTICIPANT** (known as 'Authorized User' or 'Participant')

(Name of MLS Participating **Broker**)

(Name of **Company**)

AND **MLS PARTICIPANT'S LICENSEE** ('Authorized User' or 'Subscriber')

(Name of **Subscriber**)

- 1. SENTRICARD® RECEIPT:** Participant and Subscriber acknowledge receipt of a SentiLock SentiCard® from RMLS™.
- 2. TITLE TO SENTRICARD®:** Participant and Subscriber acknowledge that the SentiCard® shall be the sole property of SentiLock and shall be returned as required by SentiLock or RMLS™.
- 3. CARD EXCHANGE BY SENTRILOCK OR RMLS™:** Participant and Subscriber acknowledge and agree that SentiLock and/or RMLS™, at their respective options, may require Participant and Subscriber to recall issued SentiCards® and to issue replacement SentiCards® compatible with the SentiLock system. Such replacement will be without cost to Participant or Subscriber unless the exchange is necessary due to damage to or destruction of the SentiCard® caused by the negligence of Participant or Subscriber.
- 4. CURRENT UPDATE:** Subscriber acknowledges that the SentiCard® has an update and that this code expires at regular intervals determined by RMLS™, prohibiting further use of the SentiCard® until a new update is obtained from the MLS by placing the SentiCard® in an MLS Card Reader or by another authorized method.
- 5. TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates subscription with RMLS™, or one of the following events occurs:
 - a. Termination of a Participant as a participant in RMLS™.
 - b. Termination of Subscriber's association with the said Participant for any reason.
 - c. Failure of the Participant/Subscriber to perform in accordance with any and/or all terms and conditions herein set forth, including but not limited to, the provisions for security in paragraph 6 below.
 - d. In the event of the death of the Participant/Subscriber, heirs or personal representatives will destroy the SentiCard®.
- 6. SECURITY OF SENTRICARDS®:** Participant and Subscriber acknowledge that it is necessary to maintain security of the SentiCard® to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
 - a. To keep the SentiCard® in Subscriber's possession or in a safe place at all times.
 - b. To not allow his/her personal identification number (PIN) to be attached to the SentiCard® or disclose to any third party his/her personal identification number (PIN).
 - c. **TO NOT LOAN THE SENTRICARD® TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SENTRICARD® TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.**

- d. To not duplicate the SentiCard® or allow any person to do so.
- e. To not assign, transfer or pledge the rights of the SentiCard®.
- f. To notify RMLS™ within three days of the loss or theft of a SentiCard®. The Participant/Subscriber shall sign and deliver a statement to RMLS™ with respect to the circumstances surrounding the loss or theft. RMLS™ shall charge for the replacement of SentiCards® either lost or damaged.
- g. To follow all additional security procedures as specified by RMLS™.

7. REPLACEMENT SENTRICARDS®: Replacement SentiCards® will be issued to Subscribers who:

- a. Have complied with this Agreement and the policies and procedures of RMLS™ with respect to the SentiLock System.
- b. Pay a fee and/or deposit specified by RMLS™ to replace a SentiCard® lost, stolen, damaged or defective.

8. RMLS™ RULES AND REGULATIONS, SANCTIONS: Participant and Subscriber agree to abide by the RMLS™ Rules and Regulations in connection with use of the SentiCard®. Sanctions for violations of such Rules and Regulations may include a fine of up to \$2,500 and/or suspension or expulsion from RMLS™.

9. INDEMNIFICATION: Participant and Subscriber agree to indemnify and hold RMLS™ and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against RMLS™ resulting from loss, use or misuse of the SentiLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentiLock System.

10. REIMBURSEMENT: The parties agree that if suit or action is brought to enforce or interpret the terms of this Agreement, the prevailing party in such suit or action shall be entitled to recover its reasonable attorneys' fees and costs and in such suit or action and in any appeal therefrom.

11. GOVERNING LAW: In respect to the validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, Oregon law shall apply and venue shall be in Multnomah County, Oregon, unless Participant's primary address shown on RMLS™ records is in Washington state, in which case Washington law shall apply, and venue shall be in Clark County, Washington.

12. PARTIAL INVALIDITY: If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

13. DISCLOSURE TO CLIENTS: The Listing Participant/Subscriber shall obtain specific written authorization from the seller before placing a lockbox on the seller's property and before the listing is published in RMLS™, reflecting that a lockbox has been authorized by seller.

14. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is a Participant of RMLS™ and also either a licensed real estate broker or a licensed or certified real estate appraiser.
- b. Participant warrants that Subscriber possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with RMLS™ Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any Subscriber associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Subscriber.
- d. Participant agrees to notify RMLS™ immediately, in writing, should the Participant or Subscriber terminate their relationship or should the Subscriber's license be transferred.
- e. Participant agrees to take all responsible means to obtain Subscriber's SentiCard® or cause Subscriber to return SentiCard® to RMLS™ when such return is required as provided in this Agreement.

- f. Participant agrees that he/she is jointly and severally liable, together with the Subscriber, for all duties, responsibilities and undertakings of the Subscriber under this Agreement and understands that failure to follow the provisions of this Agreement may result in the loss of MLS SentiCard[®] privileges and, further, could cause RMLS[™] to recall all SentiCards[®] issued to the Participant and the Participant's other subscribers.

15. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:

This Agreement expresses the entire agreement between Participant, Subscriber and RMLS[™] with respect to SentiLock SentiCards[®]. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant and Subscriber.

IMPORTANT: If lockbox access is **NOT** needed at this time, **DO NOT** sign/**DO NOT** submit to RMLS[™].

- I will use the SentiKey[™] app only. Dual licensed. No additional fee.
 - I want to buy a SentiCard[®] and Home Reader to renew my SentiCard[®] (\$35 + \$5 shipping).
- I want my 4-6 digit PIN to be: _____
(#'s only. Can't start w/zero)

Subscriber's Name Printed: _____

Subscriber's Signature: _____

Date: _____

Participant Broker's Name Printed: _____

Participant Broker's Signature: _____

Date: _____

Brokerage Name: _____

(As shown on real estate license)

RMLS[™]: _____ **Date:** _____

16101 SW 72nd Ave., Suite 200
 Portland, Oregon 97224
 (503) 236-7657

RMLS[™] Use Only Initials: _____ Date: _____

Contact ID #: _____ Subscriber #: _____ Org ID #: _____ SLUA ON FILE CRM note: Y / N/A

Temp card issued. Requested Perm card and created CRM CARD note: Y / N/A SLUA