



Subscriber Registration Form

Document 1320 Revision Date: 7/20/2021

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

Personal Information:	Name: _____ Preferred: _____ <small>(As shown on real estate license) (First) (Middle) (Last) (First name if different from Real Estate license)</small>
	Home: _____ <small>(Street - Including Apt/Ste/Unit)</small>
	City: _____ County: _____ State: _____ Zip: _____
	Primary Email: _____
	Phone: _____ Type: <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Ofc.
	Mail Preference: <input type="checkbox"/> Home <input type="checkbox"/> Office Birth Date: ____/____/____

Brokerage Information:	Brokerage Name: _____ Principal/Managing Broker: _____ <small>(As shown on real estate license)</small>
	Web Office ID: _____
	Brokerage Address: _____ <small>(License resides here) (Street - Including Apt/Ste/Unit)</small>
	City: _____ County: _____ State: _____ Zip: _____

Qualifying Information (Required):	Board/Assn. of REALTORS®: _____ NRDS #: _____
	Real Estate License #: _____ State: <input type="checkbox"/> OR <input type="checkbox"/> WA License Exp. Date: ____/____/____
	<input type="checkbox"/> 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: <input type="checkbox"/> Dual License <input type="checkbox"/> Reinstatement
	User ID: _____ <input type="checkbox"/> Other (Explain) _____

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 <input type="checkbox"/> Broker: Can add/modify own listings only (AA) <input type="checkbox"/> Broker: Can add/modify listings for Brokerage office (BR)
	Access Level: <input type="checkbox"/> Broker: No access to add/modify listings (AG) <input type="checkbox"/> Participating/Managing Broker: Can add/modify listings 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.

Lockbox Access:	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.
	<input type="checkbox"/> I opt out of using SentiLock service. <input type="checkbox"/> Dual license registration. No additional fee.

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		Initials: _____ Date: _____
Verification: NRDS _____ License _____ License Exp. Date _____ Dual License Subs #: _____ Org. ISC: _____ <small>(if applicable)</small>		
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	

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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

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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

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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

SUBSCRIBER FEES

RMLS Service Fee	\$150 per quarter
Late Fee (applies only if invoice is not paid by grace period deadline)	\$5

OPTIONAL SUBSCRIBER FEES

SentriLock Service Fee (includes SentriKey® app)	\$33 per quarter
SentriLock Activation Fee (one-time fee for new or reinstated subscribers)	\$25
Paper Invoice Fee	\$5 per quarter
Paragon MLS System Access (free trial period available)	\$45 per quarter

ADMINISTRATIVE / CLERICAL AND PERSONAL ASSISTANT FEES (only if applicable)

Office Manager / Input Person Access Fee (billed to office)	\$25 per quarter
Personal Assistant Access Fee (billed to the employing subscriber)	\$25 per quarter

OFFICE FEES

Firm Initiation Fee (one-time fee)	\$500
Branch Office Initiation Fee (one-time fee)	\$100

RMLS SENTRILOCK SENTRIKEY® 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. 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.

2. SECURITY OF SENTRIKEY® ACCOUNT: Participant and Subscriber acknowledge that it is necessary to maintain security of their SentiKey® account to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

- a. To not disclose to any third party their personal identification number (PIN).
- b. TO NOT GIVE THEIR SENTRIKEY® ACCOUNT CREDENTIALS TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THEIR SENTRIKEY® ACCOUNT TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
- c. To follow all additional security procedures as specified by RMLS.

3. RMLS RULES AND REGULATIONS, SANCTIONS: Participant and Subscriber agree to abide by the RMLS Rules and Regulations in connection with use of the SentiKey® app. Sanctions for violations of such Rules and Regulations may include a fine of up to \$15,000 and/or suspension or expulsion from RMLS.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 that they are 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 SentiKey® App privileges and, further, could cause RMLS to remove all SentiKey® access issued to the Participant and the Participant's other subscribers.

10. 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 SentiKey® App. 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.

☐ Dual licensed. No additional fee.

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

SLUA