

# **PHOENIX ASSOCIATION OF REALTORS®**

## **New REALTOR® Pak**

**Thank you for choosing the Phoenix Association of REALTORS® (PAR) as your real estate association. We appreciate the opportunity to serve you.**

**We at PAR know that your time and how you spend it is very important to you. The same is true for the staff here at PAR. With that in mind, we believe this packet of information will prove valuable to your time constraints as well as your questions and concerns and make the joining process as simple as possible. Please be certain to read through this Pak in its entirety. Also; to ensure your registration is done in a timely manner, please be sure to view our Office Location and Hours as well as our Current Holiday Schedule, which is included in the same section as this Pak.**

**This may seem like a lot of information now, but it is the best, most complete and accurate information Pak you will find in today's associations. We pride ourselves in providing members and prospective members all the tools necessary to conduct their business efficiently.**

**Once again, thank you for choosing PAR as your real estate association, and we look forward to serving you!**

### **Included in this Pak:**

- ✓ **New REALTOR® Member To Do List**
- ✓ **PAR's REALTOR® Application**
- ✓ **60 Day Requirement**
- ✓ **ARMLS MLS Agreement**

**This Pak includes 10 pages total**

# New REALTOR® Member

## TO DO LIST

- ✓ Pass Real Estate Licensing through the Arizona Department of Real Estate.
- ✓ Join a Real Estate Office
- ✓ Receive this packet from my Broker
- Compare Associations with the Compare Apples to Apples Worksheet.
- Complete the REALTOR® PAK for the Phoenix Association of REALTORS®. Do not leave any form incomplete.
- After completing the ARMLS Application included in my pak (if I want access to the Multiple Listing Service) my Broker must sign it before I go to the PAR office– **Very important – I can't forget!!**
- Visit the PAR office – (see PAR's Office Hours and Location) – Be certain to bring the REALTOR® Pak as well as a picture ID. All new members are processed between 8:30 a.m. – 4:00 p.m. Appointments are not necessary. PAR is not closed during lunch hours. New members will not be processed after 4:00 p.m. It takes at least one hour to sign in and process all your paperwork and verify license number. No exceptions will be made. Any new member who would like to complete the membership process all in one visit and receive an electronic key card the same day, **MUST ARRIVE NO LATER THAN 3:30 PM**. Please allow yourself 1 ½ hours total processing time to be safe.
- Sign in at the Reception desk and submit REALTOR® Forms. The Reception desk will perform some research (i.e. verify license and license number as well as set up of MLS access) and put your application (in order received) in the membership process rotation.
- The PAR staff on duty will call your name at the next opening. You will go in with the membership staff and finish payment processing. There may be anywhere between 1 – 10 new members in rotation together at any given time.
- Once copies are made and received, the PAR staff on duty will conduct orientation which will take approximately 20 minutes, depending on the number of new members and questions.
- After orientation is complete, you will be directed to the ARMLS Support Center that is on premises to receive your Electronic Key Card and/or Lockboxes.
- Pat yourself on the back – you're done!!!

Office Use Only:

Member # \_\_\_\_\_ NRDS # \_\_\_\_\_ MLS Login \_\_\_\_\_



**Phoenix Association of REALTORS®**  
5033 N 19<sup>th</sup> Ave., Suite #119, Phoenix, AZ 85015-3294  
Phone: 602-246-1012 Fax: 602-246-1512

<b>OFFICE USE ONLY</b>	
RESRCH BY:	_____
MBR PROCSB BY:	_____
INPUTTED BY:	_____

## REALTOR® Application

I, the undersigned, hereby apply for REALTOR® membership in the Phoenix Association of REALTORS®.

Date: \_\_\_\_\_ Applying for:  Primary Membership  Secondary Membership  
If Secondary Membership, name primary association: \_\_\_\_\_

Name as shown on real estate license: \_\_\_\_\_

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

Generation: ( Jr. / Sr. / II / III / IV) Salutation: (Ms. / Mrs. / Mr.) Nickname \_\_\_\_\_

Sex ( M / F ) Email Address (for NAR): \_\_\_\_\_ @ \_\_\_\_\_  
 Stop Email (Select box if you do not want NAR to sell your email address to third parties.)

Home Phone: \_\_\_\_\_ Cell Phone \_\_\_\_\_ Home Fax: \_\_\_\_\_

Preferred Phone : ( Home / Cell / Office ) Preferred Fax : (Home / Office)

Mail Preference (for all mail):  Home  Office  Other \_\_\_\_\_

Firm Name \_\_\_\_\_ Firm Code \_\_\_\_\_

Personal Real Estate License # or Appraisal License # \_\_\_\_\_

License Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Personal Web Site: \_\_\_\_\_

Email Address (for PAR) only completed if different than above: \_\_\_\_\_

PAR does not ever sell your information to third party vendors. We use your email address to notify you of upcoming events, when dues are due, etc.

Email Address (for ARMLS) only completed if different than above: \_\_\_\_\_

PAR recommends that you use an email address for ARMLS that you are not concerned about receiving large amounts of junk mail to.

Do you hold any professional designations?  No  Yes – if yes, which ones? \_\_\_\_\_

- Have you ever been a member of the Phoenix Association of REALTORS®?  No  Yes – if yes, when? \_\_\_\_\_
- Have you ever belonged to another local association of REALTORS®?  No  Yes – if yes, see below:  
If yes, which local association (name) and approximately when? \_\_\_\_\_
- Are you currently a member of another local association of REALTORS®?  No  Yes – if yes, see below:  
If yes, which local association (name)? \_\_\_\_\_

**Payment Due:** Dues are paid annually in advance. Currently, dues are from the date paid through December 31<sup>st</sup>, of the year paid. Dues and assessments for the National Association of REALTORS® (NAR) and the Arizona Association of REALTORS® (AAR) are paid through the Phoenix Association of REALTORS®. The Phoenix Association of REALTORS® reserves the right to deny dues refund requests, to assess service charges on refunds or checks returned for insufficient funds and to establish time limits on the period during which refunds may be granted. In all instances, if funds have been transmitted to AAR or NAR on behalf of the prospective applicant, PAR is not responsible for any refund of monies transmitted to those entities. The following fee can include but is not limited to: application fees, local dues, state dues, national dues and assessments.

Breakdown of all fees will be included on the Dues Receipt created when filing application.

Total Paid.....\$ \_\_\_\_\_

PLEASE READ THE PROVISIONS ON THE REVERSE SIDE BEFOR SIGNING: I hereby certify that the information contained on this application is true and correct, and I agree that failure to provide complete and accurate information as requested or any misstatement of fact, may be grounds for revocation of my membership. I confirm and certify that I have read, understand and agree to the provisions on the reverse side of this application. By signing below I also agree to accept all bills and communication electronically and to keep a current valid email address on file as a condition of membership.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_ Staff Initial \_\_\_\_\_

**REALTOR® AGREEMENT**  
*(PLEASE READ THOROUGHLY BEFORE SIGNING)*

In filing my application for REALTOR® membership in the Phoenix Association of REALTORS®, and upon being granted the rights and privileges of such membership, I hereby pledge to accept as binding on me the terms and conditions herein specified.

I hereby agree, as a REALTOR® member of the Phoenix Association of REALTORS®, to subscribe to and abide by the Constitution, Bylaws and Code of Ethics of the National Association of REALTORS®, the Articles of Incorporation, Bylaws, rules and regulations of the Arizona Association of REALTORS®, and the Articles of Incorporation, Bylaws, rules, regulations and policy of the Phoenix Association of REALTORS®.

I further agree to abide by and adhere to any future additions, alterations, amendments, repeals or revisions of the Constitution, Code of Ethics, Articles of Incorporation, Bylaws, rules, regulations and policy of any of the aforementioned organizations which may hereafter be adopted should I continue my membership.

I agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitutions, Bylaws, rules, regulations, and policy, including the duty to arbitrate any future disputes with another member of this association, any member of the Arizona Association of REALTORS® or members of the public in accordance with the National Association of REALTORS® *Code of Ethics and Arbitration Manual*, all as from the time to time amended. I also agree to pay all fees and dues as from time to time established. I further understand and agree that my dues shall include such amount as established annually by the Board of Directors.

I acknowledge that neither the Phoenix Association of REALTORS® nor its Multiple Listing Service set or recommend compensation fees, rates or policies, and that compensation arrangements for the sale, purchase, leasing or management of property are established by negotiation between brokers and clients or customers.

I acknowledge that, if I subsequently resign or am expelled from membership in the Association with an ethics complaint or arbitration request pending, the Association's Board of Directors may condition renewal of membership upon my verification that I will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if I resign or am expelled from membership without having complied with an award in arbitration, the Board of Directors may condition renewal of membership upon my payment of the award, plus any costs that have been previously established as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

I understand that the use of the membership term "REALTOR®" and its logo are for sole use of members of the REALTOR® association. Upon expiration of my REALTOR® membership, for whatever reason, I will discontinue use of "REALTOR®", and its designations and logos in every way, including use on all business cards, signs, certificates, letterhead promotional materials.

I consent and agree that any information and comment about me furnished to the Association by any member or other person in consideration of this application shall be privileged and not form the basis of any action by me for slander, libel or defamation of character.

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On July 16, 1975, final judgment was issued in the class action suit of Charles T. James, et ux, plaintiff, vs. Phoenix Real Estate Board, Inc., and all other defendants. While the Phoenix Association of REALTORS® denies any allegations of the suit, it was determined to settle the suit, such settlement including agreement that the following information be read by all new applicants for membership of the Phoenix Association of REALTORS®:

"Each of the defendant Boards, whether acting unilaterally or in concert or agreement with any other person, and each of the remaining defendants when acting in concert with third persons, with respect to transactions involving residential real estate, is enjoined and restrained from:

- (A) Filing, establishing or maintaining any rates or amounts of commissions or other fees;
- (B) Urging, recommending or suggesting that any of its members adhere to any rates or amounts of commissions or other fees;
- (C) Adopting, suggesting, publishing or distributing any schedule or other recommendation concerning the rates or amounts of commissions or other fees;
- (D) Including in any instructional course or other educational material any recommended or suggested rates or amounts of commissions or other fees;
- (E) Adopting, adhering to, maintaining, enforcing or claiming any rights under any Bylaws, rule, regulation, plan or program which restricts or limits the right of any person engaged in the sale of residential real estate to agree with his/her client on any judgment;
- (F) Taking any punitive action against any person where such action is based upon that person's failure or refusal to adhere to any schedule or other recommendations concerning rates or amounts of commissions or other fees;
- (G) Refusing to accept for multiple listing any listing for the sale of residential real estate because the rate or amount of commission set forth in such listing;
- (H) Considering in any way the commissions charged by any person duly licensed as a real estate broker in passing upon the application of such person or membership in any Board or Multiple Listing Service.



**CODE OF ETHICS IS DUE**

**WITHIN 60 DAYS**

**OF THE DATE OF JOINING!**

Your membership with the Phoenix Association of REALTORS® (PAR) requires that you complete a qualifying Code of Ethics course within the first 60 days of the date of joining, or submit a certificate for a qualifying Code of Ethics course that has a completion date that is no older than 01/01/2013 to qualify for the current Code of Ethics cycle (2013-2016) within the first 60 days of joining PAR.

By signing below, you are stating that you have read the above information, and that you will comply with the above mention membership requirement. Also by signing below, you are stating that you understand that failure to comply with the membership requirement within the time frame permitted will result in suspension of membership and all services offered through PAR.

Any membership fees paid will not be refunded as a result of failure to comply with the PAR Code of Ethics membership requirement.

**Please note: This requirement may not match the current requirement you may have with any other association. This requirement is a PAR Membership requirement; however, completion of this requirement will also qualify for any other REALTOR® association Code of Ethics requirement for the 2013-2016 cycle.**

**Member Name (please print):** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date** \_\_\_/\_\_\_/\_\_\_



## MLS Subscriber Agreement

THIS AGREEMENT is dated and effective as of the earlier of the date set forth in writing below (if any) or the date this Agreement is last accepted electronically as provided herein, and is between **Arizona Regional Multiple Listing Service, Inc.** ("ARMLS<sup>®</sup>") and the Subscriber party hereto ("Subscriber").

WHEREAS, ARMLS<sup>®</sup> operates an on-line, computerized database of real property information for the benefit of its Subscribers (the "System" or "ARMLS<sup>®</sup> System");

WHEREAS, the System stores and makes available to Subscribers digital information, including, but not limited to, software licensed by ARMLS<sup>®</sup> from the System creator and from various vendors and suppliers, real property listing data, photographs, county assessor and property tax information, new homes and builder information, HUD/VA data, agent and office information, and other information (the "ARMLS<sup>®</sup> Data");

WHEREAS, Subscriber is a member of, or is permitted access to the ARMLS<sup>®</sup> System (subject to the requirements of ARMLS<sup>®</sup>) through, one of the Shareholder Associations of REALTORS<sup>®</sup> or an Association of REALTORS<sup>®</sup> to which ARMLS<sup>®</sup> provides services under a client/vendor relationship (collectively the "Associations" or individually an "Association") and the Associations receive certain services through ARMLS<sup>®</sup>; and

WHEREAS, Subscriber desires to receive services in accordance with this Agreement, and in consideration of such services, Subscriber agrees to abide by the terms and conditions set forth herein.

IN CONSIDERATION of the foregoing recitals and of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

- 1. REPRESENTATIONS OF SUBSCRIBER.** Subscriber represents and warrants that, as of the date first set forth above, Subscriber is a real estate licensee or an appraiser licensed or certified by the State of Arizona, who is affiliated with an ARMLS<sup>®</sup> Participant who is in good standing with an Association, and Subscriber will continue in such capacity at all times while this Agreement is in effect. If Subscriber, at any time during the term of this Agreement, is no longer affiliated with an ARMLS<sup>®</sup> Participant in good standing, Subscriber agrees to notify Subscriber's Association and ARMLS<sup>®</sup> within five (5) days of separation.
- 2. COMPLIANCE WITH ARMLS<sup>®</sup> REGULATING DOCUMENTS.** Subscriber acknowledges that access to and use of the System is contingent on Subscriber's compliance with the terms of all of the following documents and materials (collectively, the "ARMLS<sup>®</sup> Regulating Documents"): (i) this Agreement, (ii) ARMLS<sup>®</sup> Rules and Regulations, (iii) ARMLS<sup>®</sup> Policies and Procedures, (iv) any other written materials promulgated by ARMLS<sup>®</sup> and made applicable generally to Subscribers, (v) any published interpretations of any of the foregoing, and (vi) any modifications and amendments of any of the foregoing. Subscriber understands that failure to comply may result in a fine and/or suspension of ARMLS<sup>®</sup> service, which includes loss of use of the System and deactivation of the key that is used to gain access to current lockboxes. Copies of the ARMLS<sup>®</sup> Regulating Documents may be obtained from the ARMLS<sup>®</sup> website ([www.ARMLS.com](http://www.ARMLS.com)).
- 3. SYSTEM ACCESS.** ARMLS<sup>®</sup> will issue one "Agent ID" number to Subscriber. Issuance of the Agent ID number will entitle Subscriber to (i) access and use the System through Subscriber's own System-compatible computer using Subscriber's own Internet connection, (ii) access and use the System through a System-compatible computer device and Internet connection provided by another person, and (iii) obtain an electronic key (for a separate fee and under a separate agreement) that can be used to access electronic keyboxes located on listed properties. THE AGENT ID NUMBER IS PROVIDED EXCLUSIVELY FOR THE PERSONAL USE OF SUBSCRIBER AND MAY NOT BE USED BY ANY OTHER PERSON TO ACCESS THE SYSTEM THAT IS NOT EXPRESSLY AUTHORIZED BY THE ARMLS<sup>®</sup> GOVERNING DOCUMENTS. SUBSCRIBER AGREES TO USE REASONABLE MEANS TO PROTECT THE CONFIDENTIALITY OF SUBSCRIBER'S AGENT ID NUMBER AND PASSWORD. Subscriber acknowledges that damages suffered by ARMLS<sup>®</sup> from access to the System or ARMLS<sup>®</sup> Data by an unauthorized third party using Subscriber's Agent ID number and password or Subscriber's unauthorized disclosure of any ARMLS<sup>®</sup> Data to a third party would be speculative and difficult to quantify. Accordingly, and as a material inducement to ARMLS<sup>®</sup> to enter into this Agreement, Subscriber agrees that if any disclosure of Subscriber's Agent ID number and/or password results in access to the ARMLS<sup>®</sup> Data by an unauthorized third party or if Subscriber makes disclosure of MLS Information to an unauthorized third party, regardless of whether such access or disclosure is intentional, negligent or inadvertent, Subscriber shall be liable to ARMLS<sup>®</sup> for liquidated damages in the amount of the greater of \$15,000 or

the amount established in the ARMLS<sup>®</sup> Governing Documents for each real estate listing accessed or disclosed; and in any such case, this Agreement may be terminated.

4. **TERM AND TERMINATION.** The term of this Agreement shall commence as soon as Subscriber has accepted and returned this Agreement to ARMLS<sup>®</sup> (either electronically or by non-electronic means), and Subscriber has paid all fees that are due. The term of this Agreement shall continue in full force and effect until such time as (i) Subscriber is no longer eligible to receive the services provided under this Agreement, or (ii) ARMLS<sup>®</sup> terminates this Agreement due to Subscriber's default in accordance with provisions herein or provisions of the ARMLS<sup>®</sup> Governing Documents, or (iii) ARMLS<sup>®</sup>, in its discretion, elects to terminate this Agreement in connection with the discontinuation by ARMLS<sup>®</sup> of any of the ARMLS<sup>®</sup> services generally provided hereunder to Subscribers. Further, Subscriber shall have the right to terminate this Agreement upon any amendment or modification of the ARMLS<sup>®</sup> Governing Documents, if Subscriber is not willing to agree to the terms of such amendment or modification. In that event, Subscriber shall notify ARMLS<sup>®</sup> of their election to terminate and such termination shall become effective upon the receipt by ARMLS<sup>®</sup> of such notice and the payment by Subscriber and receipt by ARMLS<sup>®</sup> of all fees owing through the date of termination. Notwithstanding the foregoing, if Subscriber accesses or uses the System or otherwise avails themselves of ARMLS<sup>®</sup> services provided pursuant to this Agreement at any time after Subscriber's receipt of an amendment or modification of the ARMLS<sup>®</sup> Governing Documents (either pursuant to the procedure set forth in Section 14 of this Agreement or otherwise), such access to or use of the System or ARMLS<sup>®</sup> services automatically shall constitute Subscriber's agreement to such amendment or modification and shall nullify Subscriber's right to terminate this Agreement by virtue of such amendment or modification. Subscriber understands that, upon the termination of this Agreement, Subscriber's Agent ID number will no longer be valid and Subscriber will not be able to access or use the System, will not be eligible to receive any other services or products under this Agreement and will not be able to use the electronic key, if Subscriber has one, to open electronic keyboxes located on listed properties. Promptly upon any termination or expiration of this Agreement, (i) ARMLS<sup>®</sup> shall deactivate Subscriber's user ID and password, and Subscriber shall have no further access to the ARMLS<sup>®</sup> System; (ii) Subscriber shall purge all copies of the ARMLS<sup>®</sup> Data from Subscriber's personal computers; (iii) all licenses granted hereunder shall immediately terminate; and (iv) Subscriber will not be able to use any electronic key to open lockboxes on listed properties.
5. **FEES.** Subscriber agrees to pay Subscriber Fees to ARMLS<sup>®</sup> within such times and in such amounts as are set forth in the ARMLS<sup>®</sup> Governing Documents or as are otherwise determined by the Board of Directors of ARMLS<sup>®</sup> from time to time. Subscriber understands that such Fees may be due up to 14 months in advance. THERE SHALL BE NO REFUND OR PRORATION OF ANY SUBSCRIBER FEES UPON THE TERMINATION OF THIS AGREEMENT.
6. **OWNERSHIP/MISUSES OF SYSTEM AND INFORMATION.** Subscriber acknowledges that all ARMLS<sup>®</sup> Data, except for the text and photos that Subscriber submits ("Subscriber's Contribution"), is owned or leased by ARMLS<sup>®</sup> and that ARMLS<sup>®</sup>, and not Subscriber, shall retain all right, title and/or interest therein. Subscriber agrees to use such ARMLS<sup>®</sup> Data only in connection with the pursuit of Subscriber's business of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with ARMLS<sup>®</sup> Governing Documents. Subscriber agrees not to:
- a. publish, reformat, recompile, resell, repackage, copy, reverse engineer, disclose or use in any manner whatsoever the ARMLS<sup>®</sup> Data, except as permitted in this paragraph, without the prior written consent of ARMLS<sup>®</sup>;
  - b. participate in the collection of large numbers of e-mail addresses, screen names, or other identifiers of others, a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
  - c. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
  - d. transmit unsolicited bulk or commercial messages commonly known as "spam;"
  - e. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the ARMLS<sup>®</sup> System, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic, including excessive downloading of ARMLS<sup>®</sup> data through any manual or automatic means, or interference sufficient to impede others' ability to use, send, or retrieve information. Subscriber further acknowledges that:
    - i. Regardless of whether any of ARMLS third party vendors set any limits on data consumption of the Service, ARMLS reserves the right to set its own limits;
    - ii. Excessive downloading can affect the service levels provided to other customers. If ARMLS feels (at ARMLS<sup>®</sup> sole discretion) a Subscriber's use of the ARMLS<sup>®</sup> System is excessive, ARMLS will contact the Subscriber to discuss this. If usage cannot be kept to an acceptable level after



discussion then the Subscriber will be subject to the penalty as described below.

Any Subscriber in default under this Section 6 shall be subject to a fine of up to \$5,000 and a suspension of up to 90 days for each violation.

7. **PARTICIPANT AUTHORIZATION.** If Subscriber is also an MLS Participant, as defined by the ARMLS<sup>®</sup> Governing Documents, Subscriber affirms that Subscriber is in good standing as an MLS Participant with an Association and that any licensee affiliated by licensure with Subscriber in its capacity as an MLS Participant is eligible to receive the services contemplated under this Agreement unless Subscriber specifically notifies ARMLS<sup>®</sup>, in writing, to the contrary.
8. **ASSIGNMENT.** ARMLS<sup>®</sup> may assign this Agreement and its assignee may also assign same. In the event of assignment, all rights of ARMLS<sup>®</sup> shall be succeeded to by assignee. Subscriber may not assign or delegate this Agreement or any rights, obligations, or duties hereunder without the prior written approval of ARMLS<sup>®</sup>, which may be withheld in the sole discretion of ARMLS<sup>®</sup>. Any purported assignment or delegation in violation of this section shall be void from the time of such purported assignment or delegation.
9. **DEFAULT.** Failure of Subscriber to comply with any of the terms of this Agreement or of any of the other ARMLS<sup>®</sup> Governing Documents, including, but not limited to, payment of any penalties, fines or fees due to ARMLS<sup>®</sup> or any Association, shall constitute a breach of this Agreement. Any such breach shall be an immediate default, without notice, unless notice and an opportunity to cure are expressly required for the applicable breach pursuant to this Agreement or any of the other ARMLS<sup>®</sup> Governing Documents, in which event, such breach shall not become a default unless it remains uncured after the giving of notice and expiration of the time allowed for cure. Notwithstanding the foregoing, each and every breach by Subscriber of Section 5 of this Agreement shall constitute an immediate default, without notice. Upon the occurrence of a default, ARMLS<sup>®</sup> may pursue any and all remedies provided for in the ARMLS<sup>®</sup> Governing Documents or otherwise available at law or in equity. Subscriber also shall be liable to ARMLS<sup>®</sup> for all costs reasonably incurred by ARMLS<sup>®</sup> in the enforcement of this Agreement, including court costs, collection agency fees and reasonable attorneys' fees. After any default under this Agreement, Subscriber may reinstate eligibility for access to the System or ARMLS<sup>®</sup> products or services at the end of any suspension period by doing all of the following: (i) bringing current all accounts with ARMLS<sup>®</sup> and all Associations, (ii) paying all penalties, fines and costs as provided for herein or in any of the ARMLS<sup>®</sup> Governing Documents, (iii) curing all defaults under this Agreement, under the ARMLS<sup>®</sup> Governing Documents, and under any other agreements with ARMLS<sup>®</sup> or an Association, all to the satisfaction of ARMLS<sup>®</sup> or the applicable Association, and (iv) paying to ARMLS<sup>®</sup> a "Reinstatement Fee" in an amount determined by the Board of Directors of ARMLS<sup>®</sup> from time to time.
10. **NOTICE.** All notices required or permitted under this Agreement shall be given in a manner allowed by, and shall be deemed as received in accordance with the provisions of, the ARMLS<sup>®</sup> Governing Documents.
11. **TAXES.** In addition to all other payments hereunder, Subscriber shall pay or reimburse ARMLS<sup>®</sup> and ARMLS<sup>®</sup> suppliers or vendors for all state and local sales or other taxes of any kind assessed on the services provided hereunder, except income taxes and corporation license fees.
12. **DISCLAIMER OF WARRANTY, LIMITATION OF ARMLS<sup>®</sup>, LIABILITY AND INDEMNIFICATION.** NEITHER ARMLS<sup>®</sup>, NOR ANY OF THE ASSOCIATIONS SHALL HAVE ANY LIABILITY FOR INACCURACIES IN DATA INPUT INTO THE SYSTEM BY SUBSCRIBER OR SYSTEM SUPPLIER OR VENDOR, OR FOR INACCURACIES IN OR INCOMPLETENESS OF DATA DISPLAYED BY THIRD-PARTY LICENSEES OF SUCH DATA. SUBSCRIBER UNDERSTANDS AND AFFIRMS THAT NEITHER ARMLS<sup>®</sup> NOR ANY OF THE ASSOCIATIONS HAS ANY CONTROL OVER THE OPERATION OF THE SYSTEM OR SUBSCRIBER'S ABILITY TO GAIN ACCESS TO THE INTERNET. ACCORDINGLY, SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS WHICH SUBSCRIBER HAS OR MAY ACQUIRE AGAINST ARMLS<sup>®</sup> OR ANY OF THE ASSOCIATIONS WITH RESPECT TO ANY FAILURE IN THE SYSTEM OR SYSTEM SOFTWARE, THE OPERATION OF THE SYSTEM ITSELF, SUBSCRIBER'S INABILITY TO GAIN ACCESS TO THE INTERNET FOR ANY REASON, OR ACTIVITIES RELATING TO OR THE PROVIDING OF PRODUCTS OR SERVICES BY VENDORS OR SUPPLIERS PURSUANT TO THIS AGREEMENT.

AS TO THE SYSTEM, SYSTEM SOFTWARE, TAX DATABASES, HUD/VA DATABASE, AND ALL DATA THEREIN, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT WITH ARMLS<sup>®</sup>, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT OR ANY OTHER WRITTEN AGREEMENT TO WHICH ARMLS<sup>®</sup> AND SUBSCRIBER ARE PARTIES, ARMLS<sup>®</sup> MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DATABASES ON THE SYSTEM AND ALL DATA THEREIN ARE MADE AVAILABLE ON AN "AS IS, AS AVAILABLE," BASIS AND ARMLS<sup>®</sup> DOES NOT



GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY SUCH DATA.

ARMLS® SHALL NOT BE LIABLE FOR INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF ARMLS® HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. ARMLS®, LIABILITY TO SUBSCRIBER FOR ANY REASON SHALL NOT EXCEED THE AGGREGATE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER OR ON BEHALF OF SUBSCRIBER, TO ARMLS® HEREUNDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. SUBSCRIBER FURTHER AGREES THAT ARMLS® WILL NOT BE LIABLE FOR ANY LOST PROFITS OR FOR ANY CLAIMS ASSERTED AGAINST SUBSCRIBER BY ANY OTHER PARTY.

SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARMLS® AND EACH ASSOCIATION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND COSTS, INCLUDING ATTORNEY FEES, ARISING FROM THE FAILURE OF SUBSCRIBER TO COMPLY WITH ANY OF SUBSCRIBER'S OBLIGATIONS OR RESPONSIBILITIES SET FORTH IN THIS AGREEMENT. SUBSCRIBER EXPRESSLY WAIVES, RELEASES AND AGREES TO HOLD HARMLESS ARMLS® AND EACH ASSOCIATION FROM AND AGAINST ANY ACTUAL DAMAGES, CONSEQUENTIAL DAMAGES AND LOST BUSINESS AND ANY OTHER CLAIM ARISING FROM SUBSCRIBER'S USE OF OR INABILITY TO USE THE SYSTEM. THESE INDEMNITY AND RELEASE AGREEMENTS OF SUBSCRIBER SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF MLS'S PARTICIPANTS AND SUBSCRIBERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND ACTIONS, INCLUDING THE PAYMENT OF ALL LEGAL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR CONNECTED WITH ANY OF SUBSCRIBER'S LISTING CONTENT INCLUDING ALLEGATIONS THAT THE LISTING CONTENT VIOLATES A FAIR HOUSING LAW OR INFRINGES ON OR CONSTITUTES A MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET, OR ANY OTHER INTELLECTUAL PROPERTY RIGHT OF ANY PERSON OR ENTITY ANYWHERE IN THE WORLD. THIS PROVISION IS EXPRESSLY PROVIDED FOR THE BENEFIT OF AND ENFORCEMENT BY EACH OF MLS'S PARTICIPANTS AND SUBSCRIBERS.

THE ASSOCIATIONS SHALL BE THIRD PARTY BENEFICIARIES OF THE AGREEMENTS AND UNDERTAKINGS SET FORTH IN THIS SECTION 11.

13. **COPYRIGHT ASSIGNMENT.** Subscriber agrees to grant ARMLS® a perpetual, royalty free, non-exclusive license in and to Subscriber's Contribution, including any copyrights relating to such text and photographs. The license will permit ARMLS® to use and compile Subscriber's Contribution and to sublicense the use of Subscriber's Contribution to and distribute to other parties as permitted or contemplated by the ARMLS® Governing Documents, or in contractual relationships and licenses for such Subscriber's Contributions which ARMLS® may enter into from time to time. Subscriber warrants that Subscriber has the authority to grant such license and that Subscriber's Contributions do not infringe on any copyright or other intellectual property rights of any third party. ARMLS® is not required to, and does not, review, edit, or exercise editorial control over the ARMLS® System or ARMLS® Data and use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, ARMLS® may take any steps necessary in its judgment, including deleting ARMLS® Data submitted by Subscribers, or portions of it, to avoid or remedy any violation of law or infringement of intellectual property right.
14. **CHANGES TO THIS AGREEMENT.** The first time Subscriber uses the System after a change is made to this Agreement, the System will display a notice requesting Subscriber's agreement to the revised Agreement. Subscriber's use of the System will be conditioned on Subscriber's indication of agreement with the terms of the revised Agreement. Each time this Agreement is revised, Subscriber must signify agreement with the revised version of this Agreement in order to continue using the System. The provisions of the current form of this Agreement in place at any time and from time to time shall control and supersede any inconsistent provisions contained in previous versions of the Agreement.
15. **CONFLICT BETWEEN DOCUMENTS.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement shall, if at all possible, be interpreted to be consistent with and supplemental to the other ARMLS® Governing Documents. If there is a direct conflict between this Agreement and any other ARMLS® Governing Documents, the terms and provisions of this Agreement shall prevail.
16. **SEVERABILITY.** Each provision of this Agreement is severable from the whole, and if one provision is declared

invalid, the other provisions shall remain in full force and effect.

Print Name: _____	Home Phone: _____
Signature: _____	Cell Phone: _____
Date: _____	Office Phone: _____
Address: _____	Fax Number: _____
City/State/Zip: _____	Preferred Phone*: _____
	Email Address: _____
	Office Name: _____
	Office ID: _____
	<b><i>*Indicate Home, Cell, or Office as preferred phone location.</i></b>

17. **GOVERNING LAW.** The performance and interpretation of this Agreement shall be governed and enforced in accordance with the laws of the State of Arizona applicable to contracts made and performed in Arizona without reference to its choice of law provisions.

**FOR EXECUTION OF AGREEMENT BY AUTHORIZED SUBSCRIBER BY NON-ELECTRONIC MEANS:**

**MLS PARTICIPANT AUTHORIZATION:** MLS Participant affirms that he/she is in good standing with an Association and that Subscriber is affiliated with him/her and is eligible to receive the services contemplated under this Agreement.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_