

MULTIPLE LISTING SERVICE OF ELKHART COUNTY INC.
APPLICATION FOR ELKHART COUNTY MLS MEMBERSHIP
(Jan 2016)

I hereby apply for the following types of MLS membership (please check all that apply):

- ECBOR Member MLS Office MLS Appraiser Office MLS Only Office – requires letter from Primary board

GENERAL INFORMATION

1. Name: _____
Last First Initial

2. Broker License #: _____ Appraiser License #: _____
Broker License Expiration Date: _____ Appraiser License Expiration Date: _____

3. Birth Date: _____ Driver's License #: _____

4. Firm Name: _____ Firm License # _____

5. List dba's: _____

6. Firm Address: _____
(Street Address)

(City, State, Zip) (County)

Is this your principal place of business? Yes No

7. Firm Phone: _____ Fax: _____

8. Home Address: _____
(Street) (City, State, Zip)

9. Home Phone: _____ Web Address: _____

Email Address: _____ Cell Phone: _____

10. Persons other than principals, partners or corporate officers of real estate or appraisal firms must remain employed by or affiliated with a MLS Participant to be eligible for MLS membership.

Name of Owner if other than the Participant (applicant) _____

11. List all MLS's to which you NOW belong: _____

List all MLS's to which you PREVIOUSLY belonged: _____

12. Have you been disciplined by any of the above MLS's Yes No If yes, attach copies of discipline

13. Have you ever been disciplined by the Real Estate Commission? Yes No If yes, attach copies of discipline

Check the applicable boxes: I am a Owner/sole proprietor corporate officer
 general partner branch office manager

Sole proprietors, general partners or corporate officers must answer these questions:

- a. Are you subject to any pending bankruptcy proceedings? Yes No
- b. Have you been adjudged bankrupt within the last three (3) years? Yes No
- c. Do you have any record of official sanctions by a court or other lawful authority within the past three (3) years for...
- civil rights laws Yes No
- real estate licensing laws Yes No
- other laws prohibiting unprofessional conduct Yes No

TERMS AND CONDITIONS FOR ELKHART COUNTY MLS MEMBERSHIP

By signature below, I attest that I, along with my firm, comply with the definition of Participation as noted in the MLS Bylaw and understand that by becoming and remaining a Participant with the MLS, I am agreeing to abide by the Bylaws, Rules and Regulations and other policies as established and that may be amended from time to time by the MLS and ECBOR Board of Directors and membership when applicable. *Bylaws and Rules are available on www.ecbor.com.*

1. I agree that MLS data will only be used for in accordance with the rules of the MLS i.e. to market property or support market valuations/appraisals.
2. I agree that by submitting any property listing content to the MLS, I represent that I have been authorized to grant and also thereby grant authority for the MLS to include the property listings content in its copyrighted MLS compilation and also in any statistical report on "Comparables". Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. Additionally, I agree to indemnify the MLS in the event of any litigation relating to the reproduction by the MLS or other authorized entities.
3. I agree not to reproduce/download any portion of the MLS listing except as provided in the MLS rules.
4. I agree not to allow anyone other than authorized participants, their agents and Clerical Users as defined in the MLS rules, to access any computer receiving MLS information. I agree not to transmit the MLS information to any participants, agents and Clerical Users not authorized to access the system by the rules. I agree not to use the MLS to create another product except as may be used by the Participant or Agent who downloaded the data in compliance with the MLS rules.
5. I agree I will not give or sell my password to any person nor make it available to any person. I agree I will not allow agents or Clerical Staff who may have access to the MLS to give or sell their passwords to any persons.
6. I understand that the clerical users I have registered may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such information to me. Persons performing any activities that require a real estate license are not eligible for this clerical user classification. I further understand that any violation by a clerical user employed by me, under contract with me or used by me, is my responsibility and can result in discipline to me and ultimate termination of MLS services to me.
7. The security of many homeowners in the area depends on the security of the lockbox system. I will not lend or make available my Lockbox Key to any person, even an authorized MLS user. I will not allow my agents or Clerical Staff to lend their Lockbox key to any person, even an authorized MLS user. I further understand that the MLS can incur costs in securing the system if I fail to make adequate measures to protect my key, and lockbox (es) and that I agree to be responsible for incurred costs.
8. I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violation of any MLS rule may result in discipline, fine and ultimate termination of service. In addition to that, my actions may cause damage to the Association, which owns the MLS, and the Association may pursue legal remedies against me to recover such damages.

9. I understand that when agents change or leave this office, the Participant must notify the MLS, in writing within 48 hours, before MLS Service will be terminated. I further understand no MLS fees will be refunded.
10. I understand the MLS will require that I attend an Office orientation class within sixty (60) days after application approval.
11. I understand that MLS fees are non-refundable. In the event I, or any agent in my office, fail to maintain eligibility for membership for MLS services for a reason under the Bylaws or MLS Rules, including but not limited to discipline by ECBOR and/or Elkhart County MLS, I understand dues and fees will not be refunded. I agree to pay fees as determined for the use, and fines for the misuse, of the MLS service, including but not limited to reinstatement fees and/or late fees incurred on delinquent accounts.
12. I authorize ECBOR and/or its MLS or its representatives to verify any information in this application including contacting any Association/MLS, the DR, current or past broker or business associates. I further authorize any Board/Association/MLS in which I have been a member or MLS Participant or Subscriber to release all membership and disciplinary records to the Elkhart County MLS to which I am applying. I further authorize ECBOR and/or Elkhart County MLS to use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to, slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by ECBOR, Elkhart County MLS, NAR, IAR, their agents, employees, committees or members.
13. As a Participant, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (1) other Participants or (2) any other MLS Participant of another Board/Association MLS which shares a common database with the Elkhart County MLS through a Shared Service or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Board/Association rules and procedures for arbitration.
14. I agree to pay all costs incurred in the name of the MLS Participant named (if other than the owner). Every MLS Participant, agent, or licensed assistant who advertises, solicits, or offers to list, trade, host an open house, or sell any real estate in any manner is considered actively engaged in the real estate business and will be billed for a Unit of Service.
15. By Signature below, I authorize the MLS of Elkhart County, Inc. to fax any material advertising the commercial availability or quality of any property, goods, services deemed appropriate by the MLS of Elkhart County, Inc. to the fax number listed in this application.

I agree to the above Terms & conditions for Elkhart County MLS Membership and that the information given in this application is true and correct:

Applicant Signature _____ Date _____

Signature of MLS Participant (Broker) _____ Date _____

Return Application to:

ELKHART COUNTY MLS

57225 Alpha Drive

Goshen IN 46528

members@ecbor.com

(574) 875-3283 Fax (574) 875-7174

For Office Use Only: App Received: _____		Conf Letter: _____	
Office ID: _____	User Name: _____	Password: _____	
NRDS #: _____	Date Activated: _____		
Date Approved: _____	Office Orientation: _____		
Approval Letter: _____			

The following agents are active and will be receiving MLS Service in accordance with the MLS Rules.

Agent Name: _____

Home Address: _____

Preferred MLS Phone #: _____

Email: _____

Cell Phone: _____

Agent Name: _____

Home Address: _____

Preferred MLS Phone #: _____

Email: _____

Cell Phone: _____

Agent Name: _____

Home Address: _____

Preferred MLS Phone #: _____

Email: _____

Cell Phone: _____

Agent Name: _____

Home Address: _____

Preferred MLS Phone #: _____

Email: _____

Cell Phone: _____

Agent Name: _____

Home Address: _____

Preferred MLS Phone #: _____

Email: _____

Cell Phone: _____

***Staff Name:** _____

***No Charge for Staff**

Email Address: _____

BROKER'S Signature: _____

Effective Date: _____