

MULTIPLE LISTING SERVICE OF ELKHART COUNTY INC.

MLS OFFICE APPLICATION

Update July 2024

1. Participant Name: _____
Last First Initial

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

3. Broker License Expiration Date: _____ Appraiser License Expiration Date: _____

4. Broker Email: _____ Cell Phone: _____

5. Firm Name: _____ Firm License #: _____

6. Firm Address: _____
(Street Address) City State Zip

7. Firm Phone: _____ Web Address: _____

Is this your principal place of business? Yes No

*Is this a Branch Office? Yes No

*If Yes Name of Main Office: _____

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

9. Name of Owner (if other than applicant) : _____

*Persons who are not principals, partners or corporate officers must remain employed by or affiliated with the MLS Participant to be eligible for MLS membership.

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

11. Have you been disciplined by any MLS Yes No If yes, attach copies of discipline

12. 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

13. 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

14. MLS Participant: Please list ALL Agents/Appraisers, type of license, and license numbers under your license who will be participating in MLS. A \$50.00 processing fee will be charged for new users who have an active license. Please note: all active agents/appraisers must be listed. Attach additional sheet if necessary:

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| Agent Name | License# | MLS Preferred Phone# |
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| Home Address | MLS Preferred email |
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| Agent Name | License # | MLS Preferred Phone# |
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| Agent Name | License# | MLS Preferred Phone# |
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| Home Address | MLS Preferred email |
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TERMS AND CONDITIONS FOR ELKHART COUNTY MLS MEMBERSHIP

By signature below, I attest that I, along with my firm, will comply with the definition of Participation as noted in the MLS Bylaws and understand that by becoming and remaining a MLS Participant, 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 ECBOR Board of Directors. *Bylaws and Rules are available on www.ecbor.com.*

- I agree I meet the definition of Participant defined as any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. * However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service “membership” or “participation” unless they hold a current, valid real estate broker’s license and cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.** Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. The Realtor® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the participant shall have all rights, benefits, and privileges of the service, and shall accept all obligations to the service for the participant’s firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the service by all persons affiliated with the participant who utilize the service.

Mere possession of a broker’s license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients and to cooperate. “Actively” means on a continual and ongoing basis during the operation of the participant’s real estate business. The “actively” requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or

that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

The key is that the participant or potential participant actively endeavors to cooperate with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website VOW" including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to cooperate. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants. (Amended July 18, 2024)

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, drawing, 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 MLS information. I agree not to provide or transmit the MLS information to any participant(s), agent(s) or Clerical Users who are not authorized to access the MLS system according to the rules. I agree not to use the MLS to create another product or database. I agree the data 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, sell or make my password 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 clerical users may be authorized to access the MLS for clerical support only. I understand clerical users are not allowed to use the MLS information in any way other than to provide such information to the Participant. Persons performing any activities that require a real estate license are not eligible for clerical access to the MLS. I further understand that as participant, I am responsible for any violation incurred by a clerical user who is employed by me, under contract with me or doing work for me and may result in a disciplinary action or termination of my MLS service.
7. The security of many homeowners depends on the security of the lockbox system. I will not lend or make available my Lockbox Key/App to any person, even an authorized MLS user. I will not allow my agents or Clerical Staff to lend their Lockbox key/app 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/app and lockbox(es) and that I agree to be responsible for any costs I incurred or were incurred on my behalf.
8. I understand and agree the above statements are in addition to the MLS rules that I agree to abide by. I acknowledge that violation of any MLS rule may result in discipline, fines and ultimate termination of service. In addition, if my actions cause damage to the Association, which owns the MLS, the Association may pursue legal remedies against me to recover such damages.
9. I understand when an agent(s) 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 requires attendance at an MLS Office orientation within sixty (60) days after access to the MLS has been granted.
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 to the MLS services for a reason under the provisions of the MLS Bylaws or MLS Rules, I understand dues and fees will not be refunded. I agree to pay fees for the use of the MLS and for violations of the MLS, including but not limited to reinstatement fees and/or late fees incurred on delinquent accounts.
12. I authorize ECMLS 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 ECMLS 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 Elkhart County MLS, NAR, IAR, their agents, employees, committees or members.

- 13. As a Participant, I agree on behalf of myself, the corporation or firm for which I 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 that shares a common database with the MLS of Elkhart County 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 in this application (if other than the owner). Every MLS Participant, agent, or licensed assistant who advertises, solicits, 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 MLS Services.
- 15. By Signature below, I authorize the MLS of Elkhart County, Inc. to fax, email, text any material advertising events, meetings, services, property, goods, invoices etc as deemed appropriate by the MLS of Elkhart county, Inc. to the contact information provided in this application.

I agree to the above Terms and conditions for membership in the MLS of Elkhart County 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
(574) 875-3283

mls@ecbor.com

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