

**Sussex County Association of REALTORS® (SCAOR)
Multiple Listing Service Application**

Check the type of membership for which you are applying:

- REALTOR® Application - Primary Participant/Subscriber of SCAOR MLS
- MLS Only Application - (Member of another local Association-only subscribing to MLS)
- Admin. Personnel () works for Participant (60 access) **OR** () works for Subscriber as assistant (45 access)
(\$50 Annual Clerical fee for each new clerical personnel.)

General Information

First Name: _____ Middle Initial: _____ Last Name: _____

Delaware Real Estate License #: R _____ Appraisal License #: X _____

*E-Mail Address: _____ *Cell Phone #: _____
*REQUIRED

Name of Company: _____ Address: _____

Company Phone: _____ Office ID _____

1. Has your MLS Membership in any other real estate board/Association been suspended or terminated?

Yes No **If yes, please attach an explanation**

2. Are you a member of another REALTOR® Board/Association? Yes No
Name of Primary Board/Association: _____

I agree as a condition of membership: to complete **an Orientation Class online** given by SCAOR within 30 Days, thoroughly familiarize myself with SCAOR's MLS Policies, and SCAOR'S MLS Compliance Guidelines and Fee Schedule. I agree that I have read the definition of MLS Participation and understand that under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a valid real estate broker's license and offer or accept cooperation and compensation made by listing brokers or agent in the MLS." I further agree that my act of paying MLS fees shall be evidence of my initial and continuing commitment to abide by MLS Policies. Finally, I consent and authorize SCAOR, through its MLS Committee or the Board of Directors appointee, to invite and receive information and comment about me from any Participant, Subscriber or other person, and I agree that any information and comment furnished to SCAOR shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel or defamation of character.

Applicant Signature: _____ **Date:** _____

AGENT ACCESS LEVEL TO BE COMPLETED BY BROKER:

- Search Listings ONLY (30 level) Admin Access (waiver on file) (45 or 60 level)
- Search & Input/Update Listings (45 level) Participant Access (60 level)

Participant Signature: _____ **Date:** _____

Sussex County Association of REALTORS[®], Inc.

Subscriber Agreement

This agreement is a binding contract and includes terms limiting your legal rights and SCAOR's liability to you. Consult your attorney before signing if you do not understand any of the terms here.

This Subscriber Agreement ("Agreement") is made as of the Effective Date below between Sussex County Association of REALTORS[®], Inc. ("SCAOR") Multiple Listings Service ("MLS") and the undersigned subscriber ("**Subscriber**"), who, intending to be legally bound, hereby agree as follows.

1. Definitions and usage.

(a) Definitions.

"**MLS Affiliates**" means SCAOR and its officers, directors, employees, agents, representatives, licensors, and shareholders.

"**MLS Database**" means all data available to Subscriber on the MLS System, including the Subscriber Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

"**MLS Policies**" means SCAOR's bylaws, rules and regulations, and policies and procedures adopted by SCAOR's board of directors or authorized delegates, as SCAOR amends them from time to time.

"**MLS Service**" means the services SCAOR provides to Subscriber under this Agreement and similar services SCAOR provides to third parties under similar agreements, including any access or license to the MLS Software, the MLS Database, and the MLS System.

"**MLS Software**" means SCAOR's proprietary web browser interface(s) to the MLS System.

"**MLS System**" means the aggregate of all hardware and telecommunications systems that SCAOR maintains in order to make access to the MLS Database available to Subscriber.

"**Participant**" means the principal broker or appraiser manager that supervises Subscriber's real estate activities and on whose behalf Subscriber conducts those real estate activities.

"**Saved Information**" means information that Subscriber stores in the MLS System for his/her own later use that is not intended by him/her to be available to SCAOR's other customers, including client prospect and contact information.

"**Subscriber Contribution**" means all data that the Subscriber submits, contributes, or inputs in the MLS System, including text, binary, and photographic image data, in any form now known or hereafter discovered.

(b) **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

- (i) Wherever the term “including” is used, it means “including, but not limited to.”
- (ii) The singular and plural numbers and masculine, feminine, and neuter genders of words are interchangeable.
- (iii) Wherever the term “law” is used, it means all statutes, regulations, and common law, both state and federal, as they are amended. Without limiting the generality of the foregoing, “law” expressly includes all state and federal fair housing statutes and regulations.

2. SCAOR’s obligations.

SCAOR shall provide one unique user ID and password to Subscriber. The user ID and password will provide Subscriber access to all data and functions in the MLS Service to which Subscriber is entitled under the MLS Policies. SCAOR makes no warranties, however, that the MLS Service will be available at all times.

3. Subscriber acknowledgments.

(a) **Modifications to service.** SCAOR may, but is not required to, modify the MLS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the MLS Service may be subject to agreements other than this Agreement and may require payment of additional fees.

(b) **Editorial control.** SCAOR is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the MLS Database or the Subscriber Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, SCAOR may take any steps necessary in its judgment, including deleting the Subscriber Contribution or portions thereof, to avoid or remedy any violation of law, breach of the MLS Policies or infringement of intellectual property right.

(c) **Conditions of service.** Subscriber must be affiliated with Participant at all times during the term of this Agreement. Subscriber may enter and retrieve active listing information on the MLS Service only if Participant is capable of offering compensation to and accepting compensation from other principal brokers.

(d) **Saved Information.** Saved Information may not always be available to Subscriber and may become available to unauthorized persons. SCAOR is not liable for unauthorized access to or loss of Saved Information.

(e) **Disclosure to third parties.** SCAOR reserves the right to distribute to third parties certain information about Subscriber, including Subscriber’s name and business address, phone number and email address. SCAOR reserves the right to distribute to third parties aggregated information about SCAOR customers’ use of the MLS Service, but not about Subscriber’s use specifically.

(f) **Disclosure to government.** Subscriber acknowledges that SCAOR may provide government agencies access to the MLS Service at any time in SCAOR’s sole discretion.

(g) **Priority of agreements.** Subscriber's access to the MLS Service is subject at all times to the limitations set out in the MLS Policies and the Participant Agreement between SCAOR and Participant. In the event of an apparent conflict between those documents and this Agreement, Subscriber's obligations and rights shall be determined, in order of precedence, by the MLS Policies, the Participant Agreement between SCAOR and Participant, and by this Agreement.

(h) **IDX data access subject to separate agreement.** Subscriber acknowledges that access to SCAOR's IDX database and data feeds can occur only subject to a separate written agreement between SCAOR and Participant.

4. Subscriber's obligations.

(a) **Use limited.** Subscriber shall use the MLS Service solely for the purpose of selling, listing, leasing, and appraising real estate as provided in the MLS Policies. Except as expressly provided in this Agreement and the MLS Policies, Subscriber shall not copy, create derivative works of, distribute, perform, or display the MLS Service or any part of it.

(b) **Confidentiality.** Subscriber shall maintain the confidentiality of its user ID and password and the MLS Database; Subscriber shall not provide its ID and password to any third party. To maintain the confidentiality of all user IDs, passwords, the MLS Database, and the MLS System, Subscriber shall take the greater of reasonable care or the care it takes to protect its own confidential information. Failure to comply with this provision will result in a significant fine, as set forth in the MLS Policies. Subscriber may disclose information confidential under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, Subscriber first gives reasonable notice to SCAOR to permit SCAOR to seek a protective order.

(c) **Equipment.** Subscriber shall acquire and maintain all personal computers, modems, telecommunications connections, and computer software, other than the MLS Software, necessary for Subscriber's use of the MLS Service.

(d) **Subscriber Contribution.** When making a Subscriber Contribution to the MLS Service, Subscriber warrants that the information submitted complies with the MLS Policies in all respects, including with regard to (i) required data fields; (ii) format of submission; (iii) permitted and required listing types; and (iv) procedures for submission. Subscriber warrants that the Subscriber Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation, or proceeding pending or threatened with respect to the Subscriber Contribution.

5. Intellectual property.

(a) **Assignment from Subscriber.** Depending on the election Participant has made in Section 5 of the Participant Agreement between Participant and SCAOR, the following shall apply:

(i) If Participant has selected Option I, Subscriber hereby assigns to SCAOR all right, title and interest, including all rights under U.S. and international copyright law, in the Subscriber Contribution. To the extent that Subscriber has also purported to assign its interests in the Subscriber Contribution to Participant, the assignment in this paragraph is null and void.

(ii) If Participant has selected Option II, Subscriber hereby grants to SCAOR a non-exclusive, perpetual, world-wide, transferable, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Subscriber Contribution and those portions of the MLS Database relating to Subscriber's listings.

(b) **Warranty.** Subscriber warrants that it has the authority to make the assignment in Section 5(a). Subscriber warrants that (i) the Subscriber Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (ii) Subscriber has the written consent of any party necessary to provide the Subscriber Contribution to Participant or SCAOR.

(c) **License.** SCAOR hereby grants Subscriber a license to use the MLS Software and the MLS Database during the term of this Agreement, subject to the permission of Participant and according to the terms of the MLS Policies. All other uses are prohibited.

6. Fees and payment terms.

(a) **Periodic fees.** Participant is liable to SCAOR for fees related to Subscriber's access under this agreement. SCAOR may suspend Subscriber's access to the MLS service at any time if Subscriber or Participant fails to pay fees due to SCAOR according to its policies. SCAOR may revise its schedule of fees at its sole discretion at any time, subject to its own policies.

(b) **Fines.** SCAOR may collect fines from Subscriber and from Participant on Subscriber's behalf for violation of the MLS Policies. Payment terms for fines are set out in the MLS Policies. SCAOR may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

7. Term and termination.

(a) **Term.** This Agreement shall commence upon the Effective Date set forth below and shall continue thereafter on a month-to-month basis until terminated.

(b) **Termination for breach.** SCAOR may terminate this Agreement with notice if Subscriber fails to comply with the terms of this Agreement or of the MLS Policies.

(c) **Termination of Participant.** This Agreement shall terminate immediately and without notice if the Participant License and Access Agreement between SCAOR and Participant is terminated for any reason.

(d) **Termination for failure to pay.** In the event Participant fails to pay any fees required under this Agreement, SCAOR may terminate service without being subject to arbitration, and SCAOR may bring any claims for fees to small claims court. In its sole discretion, SCAOR may suspend its performance under this Agreement rather than terminating it, in the event that Participant fails to pay fees required under this Agreement.

(e) **Termination without fault.** Either party may terminate this Agreement upon 30 days' written notice to the other party. Subscriber may not terminate this Agreement so long as Subscriber remains affiliated with a broker/appraiser manager that is subject to a Participant Agreement with SCAOR.

(e) **Events upon termination.** Promptly upon any termination of this Agreement, (i) SCAOR shall deactivate Subscriber's user ID and password, and Subscriber shall have no further access to the MLS Service; (ii) Subscriber shall purge all copies of the MLS Software and the MLS Database from Subscriber's personal computers; (iii) all licenses granted hereunder shall immediately terminate; and (iv) Subscriber will not be permitted to be affiliated with Participant or any other participant of SCAOR unless a new subscriber agreement between Subscriber and SCAOR is executed.

8. Disclaimer, limitation of liability, and indemnification.

(a) **DISCLAIMER OF WARRANTIES.** SCAOR PROVIDES THE MLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MLS SERVICE ARE AT THE SOLE RISK OF SUBSCRIBER. THE MLS AFFILIATES DO NOT WARRANT THAT THE MLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE MLS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE MLS SERVICE. THE MLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The MLS Service may contain hyperlinks to web sites operated by parties other than SCAOR; SCAOR does not control such web sites, is not responsible for their contents, does not endorse the sites or contents, and may have no relationship with the sites' operators.

(b) **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** NONE OF THE MLS AFFILIATES SHALL BE LIABLE TO SUBSCRIBER OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE MLS SERVICE, INCLUDING RELIANCE BY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE MLS SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE MLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE MLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

(c) **Maximum aggregate liability.** IN NO EVENT SHALL THE LIABILITY OF THE MLS AFFILIATES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID BY SUBSCRIBER OR BY PARTICIPANT ON SUBSCRIBER'S BEHALF HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER CERTAIN CIRCUMSTANCES, THIS LIMITATION MAY NOT APPLY TO PARTICIPANT.

(d) **Indemnification.** Subscriber shall defend, indemnify and hold the MLS Affiliates harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the MLS Affiliates arising from any acts of Subscriber, including (i) putting inaccurate information into the MLS Service; (ii) making unauthorized use of Subscriber's password; (iii) making unauthorized use of the MLS Database; (iv) infringing any proprietary or contract right of any third party; (v) breaching any warranty under this Agreement; and (vi) violating this or any other Agreement or any law.

(e) **Acknowledgment.** Subscriber acknowledges that SCAOR has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

9. Disputes and remedies.

(a) **Injunctive relief.** Subscriber acknowledges and agrees that the MLS Software and MLS Database are confidential and proprietary products of SCAOR and that in the event there is an unauthorized disclosure of them by Subscriber, no remedy at law will be adequate. Subscriber therefore agrees that in the event of such unauthorized disclosure of MLS Software or MLS Database, SCAOR may obtain injunctive relief or other equitable remedies against Subscriber in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

(b) **Dispute resolution.** In the event SCAOR claims that Subscriber has violated the MLS Policies, SCAOR may, at its option, resolve such a claim according to the disciplinary procedures set out in the MLS Policies, provided SCAOR does not also base a claim that Subscriber has breached this Agreement on the same facts. Except as provided in this paragraph and in Section 7 (d), any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Sussex County, Delaware, except that it may be held by telephone where the Arbitration Rules expressly so permit. Subscriber agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Sussex County, Delaware.

(c) **Liquidated damages.** Subscriber acknowledges that damages suffered by SCAOR from access to the MLS Service by an unauthorized third party as a result of disclosure of Subscriber's password or an unauthorized disclosure by Subscriber of the MLS Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to SCAOR to enter into this Agreement with Subscriber, Subscriber agrees that (i) in the event that any disclosure of Subscriber's password results in access to the MLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Subscriber shall be liable to SCAOR for liquidated damages in the amount of \$5,000 (or the amount established in the MLS Policies, whichever is greater) and termination of this Agreement; and (ii) in the event that Subscriber makes unauthorized disclosure of any portion of the MLS Database to any third party, Subscriber shall be liable for liquidated damages

in the amount of \$5,000 (or the amount established in the MLS Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

(d) **Legal fees.** In the event of legal action or arbitration between SCAOR and Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in such action or arbitration.

10. Miscellaneous.

(a) **No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, SCAOR and Subscriber, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

(b) **Interpretation and amendment.** Subscriber expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). SCAOR may amend this agreement by providing 30 days' advance notice of the amendment to Subscriber. If Subscriber continues to use the MLS Service or MLS Database after the expiration of the 30-day notice period, Subscriber will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

(c) **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Subscriber. Any purported assignment or delegation in contravention of this section is null and void.

(d) **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. 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. The foregoing notwithstanding, if any provision of Section 8 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Subscriber's access to the MLS Service shall immediately terminate.

(e) **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contacts made and performed in Delaware, without regard to its conflicts of law and choice of law provisions.

(f) **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (i) U.S. Mail, postage paid and return receipt requested; (ii) express mailing service with confirmation of receipt; (iii) facsimile transmission, provided sender obtains confirmation of transmission; or (iv) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

Having read this Agreement, the parties express their will to be bound by its terms by setting their signatures below.

Signature

Signature of Subscriber

Print name

Print name of Subscriber

Effective Date

Subscriber Firm Name

Subscriber Business Address

I am subscribing to SCAOR as a:

| | | |
|--------------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | REAL | ESTATE |
| | BROKER/SALESPERSON | |
| <input type="checkbox"/> | REAL ESTATE APPRAISER | |
| <input type="checkbox"/> | BROKER OR APPRAISER EMPLOYEE | |
| <input type="checkbox"/> | BROKER | OR APPRAISER |
| | CONTRACTOR | |

Sussex County Association of REALTORS® MLS
SENTRILOCK SMART CARD
AGENT'S USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE Sussex County Association of REALTORS®(MLS),
AND **MLS PARTICIPANT** (known as 'Authorized User') _____
(Name of MLS Participating **Broker** and Company)

AND **MLS PARTICIPANT'S ADMINISTRATOR** ('Authorized User' or 'Administrator') _____
(Name of **Agent**)

- 1. SMART CARD RECEIPT:** Participant and Agent acknowledge receipt of a SentiLock Smart Card from the MLS.
- 2. TITLE TO SMART CARD:** Participant and Agent acknowledge that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock or the MLS.
- 3. CARD EXCHANGE BY SENTRILOCK OR MLS:** SentiLock may at its discretion require the MLS to replace the Smart Cards used by the MLS and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to the MLS unless the exchange is necessary due to Customer negligence.
- 4. CURRENT UPDATE:** Agent acknowledges that the Smart Card has an update and that this code expires at regular intervals determined by the MLS, prohibiting further use of the Smart Card until a new update is obtained from the MLS by placing the Smart Card 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 earlier of (1) the date the Authorized User terminates Membership with the MLS and/ or returns the Smart Card to the MLS, or (2) termination of the SentiLock Agreement.
- 6. USE OF SMART CARD:** Authorized Users shall use the Smart Card solely in connection with Authorized User's business purposes. Authorized User shall not sell, assign, distribute, provide access to, reverse engineer, decompile, modify, tamper with, disclose, or otherwise transfer the SentiLock System or any portion of the element thereof, including the Smart Card. Authorized User acknowledges that any tampering or attempted modification of the Smart Card or data contained therein will result in permanent deactivation of the Smart Card. The use of the Smart Card shall be subject at all times to the Rules and Regulations of the SCAOR MLS.
- 7. RETURN OF SMART CARD:** Participant and Agent agree to return the Smart Card within the earlier of (1) 48 hours of receipt of a request to do so by the MLS or SentiLock or (2) within five working days after occurrence of any of the following events:
 - a. Termination of a Participant as a Participant in the MLS.
 - b. Termination of Agent's association with the said Participant for any reason.
 - c. Failure of the Participant/Agent 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 8 below.
 - d. In the event of the death of the Participant/Agent, heirs or personal representatives will surrender the Smart Card to MLS.
- 8. SECURITY OF SMART CARDS:** Participant and Agent acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
 - a. To keep the Smart Card in Agent'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 Smart Card or disclose to any third party his/her personal identification number (PIN).
 - c. **TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.**
 - d. To not duplicate the Smart Card or allow any person to do so.
 - e. To not assign, transfer or pledge the rights of the Smart Card.
 - f. To notify the MLS within three days of the loss or theft of a Smart Card. The Participant/Agent shall sign and deliver a statement to the MLS with respect to the circumstances surrounding the loss or theft. MLS shall charge for the replacement of Smart Cards either lost or damaged.
 - g. To follow all additional security procedures as specified by the MLS.
- 9. REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Agents who:
 - a. have complied with this Agreement and the policies and procedures of the MLS with respect to the SentiLock System.
 - b. pay a fee and/or deposit specified by the MLS to replace a Smart Card lost, stolen, damaged or defective.
- 10. DISCIPLINARY ACTION:** Participant and Agent agree to be subject to the disciplinary rules and procedures of the (MLS) Professional Standards Committee for violation of any provision of this Agreement and/or the MLS Lock Box and Key Procedures. Discipline may include but is not limited to forfeiture of the Smart Card and the Participant or Agent's right to be issued a Smart Card.

- 11. INDEMNIFICATION:** Participant and Agent agree to indemnify and hold the MLS and all of its respective officers, directors and employees , and its MLS Committee harmless from any and all loss, cost, expense, claims or demands whatsoever by or against the MLS 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.
- 12. REIMBURSEMENT:** Participant and Agent agree that, in the event that the MLS shall prevail in any legal action brought by or against the Participant/Agent to enforce the terms of this Agreement, the Participant/Agent as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the MLS may be entitled.
- 13. GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of Delaware, and venue shall be the county in which the Participant and/or Agent reside.
- 14. 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.
- 15. DISCLOSURE TO CLIENTS:** The Listing Participant/Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is inputted to the MLS, reflecting that a lockbox has been authorized by seller.
- 16. PARTICIPANT'S RESPONSIBILITIES:**
- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Sussex County Association of Realtors® MLS.
 - b. Participant warrants that Agent possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed certified real estate appraiser affiliated with Participant.
 - c. Participant agrees to enforce the terms of the Agreement with respect to any Agent associated with him/her and understands that he/she must exert reasonable efforts to compel Agents compliance with this agreement..
 - d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.
 - e. Participant agrees to take all responsible means to obtain Agent's Smart Card or cause Agent to return Smart Card to MLS. The Participant will continue to be charged a service fee for the disassociated subscriber until the card is returned. If an Agent does not return the Smart Card, Participant agrees to furnish the MLS with copies of written correspondence of all attempts to obtain said Smart Card.
 - f. Participant agrees that he/she is jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of MLS Smart Card privileges and, further, could cause the MLS to recall all Smart Cards issued to the Participant and the Participant's Agents.

17. DISCLAIMER OF WARRANTIES BY SCAOR:

SCAOR assigns to Authorized User all warranties under the SentiLock Agreement to the extent permitted under the SentiLock Agreement. SCAOR makes no representations or warranties either express or implied concerning information, services, or goods provided by or through SCAOR, including but not limited to lockbox goods and services. SCAOR excludes all warranties of merchantability and fitness for a particular purpose. For purposes of the following statements, references to the seller shall mean SCAOR, and references to the contract shall mean this Agreement: The seller undertakes no responsibility for the quality of the goods except as otherwise provided in this contract. The seller assumes no responsibility that the goods will be fit for any particular purpose for which you may be buying these goods, except as otherwise noted in the contract.

18. MISCELLANEOUS:

This written contract expresses the entire agreement between Participant, Agent, and the MLS with respect to the SentiLock Smart Card. 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 or Agent. This Agreement may be executed in multiple counterparts, each of which shall be deemed as the original.

SIGNATURES:

| | |
|------------------------|------------------|
| Participant Signature: | Agent Signature: |
| PRINT NAME: | PRINT NAME: |
| DATE: | DATE: |

2017 MLS Fees for MLS ONLY Subscribers

If a member of another Board in DE

| MONTH | APP. FEE | MLS FEES | SentriLock FEES | TOTAL |
|--------------|-----------------|-----------------|------------------------|--------------|
| May | \$200.00 | \$248.33 | \$150.00 | \$598.33 |
| June | \$200.00 | \$214.17 | \$150.00 | \$564.17 |
| July | \$200.00 | \$180.00 | \$150.00 | \$530.00 |
| August | \$200.00 | \$150.00 | \$137.50 | \$487.50 |
| September | \$200.00 | \$120.00 | \$125.00 | \$445.00 |
| October | \$200.00 | \$90.00 | \$112.50 | \$402.50 |
| November | \$200.00 | \$60.00 | \$100.00 | \$360.00 |
| December | \$200.00 | \$30.00 | \$87.50 | \$317.50 |

SUSSEX COUNTY ASSOCIATION OF REALTORS®

23407 Park Avenue - Georgetown, DE 19947

(302) 855-2300 - Fax (302) 855 2319

Credit Card Authorization Form

All information will remain confidential.

Cardholder Name: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ MasterCard _____ Discover

Credit Card Number: _____

Expiration Date: _____

Card Identification Number (last 3 digits located on the back of the credit card): _____

Amount to Charge: \$ _____ (USD)

I authorize Sussex County Association of REALTORS® to charge the agreed amount as stated above to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Print Name, Sign and Date Below:

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