

# Subscriber Registration Form

Please print clearly



Document #1320

Revision Date: 6/23/2014

## PERSONAL INFORMATION

Full Name: \_\_\_\_\_

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

Email: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Agent Direct #: \_\_\_\_\_ Agent Fax #: \_\_\_\_\_  
(This number will be used in RMLSweb & all publications)

Mail Preference:  Home Address  Office Address Birth Date: \_\_\_\_\_

Board/Association of REALTORS®: \_\_\_\_\_ NRDS #: \_\_\_\_\_  
(Proof of membership required)

License #: \_\_\_\_\_ State: OR / WA Expiration Date: \_\_\_\_\_

Check this box if you are a current RMLS™ subscriber or have previously been one

Previous/Existing Public ID: \_\_\_\_\_

Reason for new registration?  Dual License  Reinstatement  Other \_\_\_\_\_

**METHOD OF IDENTIFICATION:** Please select one of the following options. After making your selection, please provide the applicable information in the next field.

Mother's Maiden Name  First Pet's Name  Father's Middle Name

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## OFFICE INFORMATION

Office Name: \_\_\_\_\_ Broker Code: \_\_\_\_\_

Office Address: \_\_\_\_\_

## SYSTEM ACCESS INFORMATION

Please print your Public and Private IDs in capital letters

**PUBLIC ID:**

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Please use the letters of your last name, followed by your first name, to a maximum of 8 letters. We will contact you if your Public ID duplicates an already existing Public ID.

**PRIVATE ID:**

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Enter your unique personal code of at least 8, but no more than 12 characters in length. Must include letters (case sensitive) and numbers. The following symbols are optional !@#\$%^&\* (ex. 0q12eR82 or H4x9\$5#b).

User Level:  HB  BR  AA  AG For a description of all user levels please see Document #1310 found in the Forms & Documents menu.

A signed Subscriber Agreement must accompany this form - see following pages.

To obtain a lockbox access device, please submit a signed SentiLock Authorized User Agreement, document 1360.

Please fax this report to 503-230-0689 (877-256-2170 outside Portland Metro Area) or email [frontdesk@rmls.com](mailto:frontdesk@rmls.com).

|                  |                                       |                             |                                    |
|------------------|---------------------------------------|-----------------------------|------------------------------------|
| RMLS™ use only   |                                       | Initials: _____ Date: _____ |                                    |
| Member #: _____  | Office #: _____                       | Public ID: _____            | Bill Code _____ DL M#: _____       |
| Bill Code: _____ | Invoice: Current Qtr _____ Card _____ | Card Activation _____       | Future Qtr Dues: _____ Card: _____ |
| Card S/N: _____  | NRDS: _____                           | Assoc: _____                | Lic: _____ Exp: _____              |

## RMLS™ SUBSCRIBER AGREEMENT

THIS AGREEMENT is made and entered into by and among RMLS™ (Regional Multiple Listing Service, Inc.), an Oregon corporation, and \_\_\_\_\_ ("Subscriber"), a duly licensed real estate licensee conducting business under the supervision of \_\_\_\_\_ ("Participant/Principal Broker").

### RECITALS

RMLS™ provides on-line multiple listing services and certain other services for REALTORS® in Oregon and Washington. In some cases, RMLS™ has contracted with third party vendor(s) to provide such services and products. Subscriber wishes to subscribe for the services and products described below.

### **IT IS AGREED:**

1. **Definitions.** Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the meaning set forth in the RMLS™ Rules and Regulations, a copy of which has been provided to Subscriber.
2. **Services and Fees.**
  - 2.1 **RMLS™ Service.** Subscriber hereby subscribes for the following services and products (collectively, "RMLS™ Service"): Basic Service; Subscriber Access
  - 2.2 **Fees.** Subscriber shall pay fees for RMLS™ Service at the rates set forth on Attachment A, as the same may be adjusted from time to time by RMLS™ upon not less than fifteen (15) days notice. Subscriber shall pay RMLS™ directly quarterly in advance all Fees within twenty-five (25) days of invoice therefore. The first quarter of Subscriber fees will be prorated based on the date of activation. All RMLS™ invoices will be delivered via e-mail. If you prefer to continue to receive a paper statement, there will be a \$5 paper billing fee added to your quarterly invoice.
  - 2.3 **Remedies.** In addition to all other remedies and sanctions provided in this Agreement and the Rules and Regulations, Subscriber's RMLS™ Service may be suspended if all Fees are not paid when due to RMLS™ by Subscriber or by Subscriber's Participant.
3. **Term; Termination.** This Agreement shall become effective upon its execution and shall continue until terminated as herein provided. Charges for RMLS™ Service shall commence at the time(s) set forth in Section 2.2 above, and there are no refunds. Either party may terminate this Agreement upon written notice with or without cause, except that no such termination shall relieve either party of any obligations accrued before such termination. This Agreement shall terminate automatically upon termination of the Participant Agreement between RMLS™ and Participant, or upon the submission of a new Subscriber Agreement with a change in RMLS™ Service (Section 2.1). This Agreement can be transferred to a different Participant pursuant to a Subscriber Transfer in accordance with RMLS™ Rules and Regulations.
4. **Taxes.** In addition to all other payments stated in this Agreement, Subscriber shall pay or reimburse RMLS™ for all use taxes and personal property taxes, if any, assessed on services or products provided to it under this Agreement within twenty-five (25) days after invoice for the

same.

5. **Other Equipment.** Subscriber acknowledges that Service is accessed through certain terminals or personal computers not covered by this Agreement. Upon request, RMLS™ will provide additional information regarding equipment compatibility requirements.
6. **Subscriber's Indemnity.** Subscriber shall indemnify, defend, and hold harmless RMLS™ against any and all claims, actions, damages, and expenses, including reasonable attorney's fees and court costs, arising from the violation of any of the terms and conditions of the Agreement by Subscriber, including, without limitation, any violation of RMLS™ Rules and Regulations or applicable law, and from any claim involving proprietary rights to the listing data, photographs, or other information provided by Subscriber to RMLS™ under this Agreement.
7. **Limitation.** In no event shall RMLS™ be liable to Subscriber or any other party for indirect, incidental or consequential damages with respect to any RMLS™ Service.
8. **Warranty.** For the term of this Agreement, RMLS™ hereby assigns to Subscriber any and all warranties received by RMLS™ from its third party vendor(s) with respect to RMLS™ Service provided to Subscriber hereunder. Such warranties are provided in lieu of all other warranties, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
9. **Maintenance.** Subscribers acknowledge and agree that they are solely responsible for maintenance of their terminals or personal computers. RMLS™ will in no way be liable for the performance of Subscriber's equipment or Subscriber's ability to access the System.
10. **Access Codes.** All data, databases and information proved to Subscribers or contained at any time within the System database shall be and remain the sole and exclusive property of RMLS™ except as provided in licensing agreements executed between RMLS™ and its providers. This Subscriber Agreement grants Subscriber a license only to use and access such data for the purpose and to the extent necessary to carry on Subscriber's business in the ordinary course, and Subscriber shall not disclose, disseminate copy or use such data other than in the ordinary course of business, and shall keep all such data confidential. This Subscriber Agreement is not intended to give any rights of ownership in any provider, vendor, hardware, software, data, or databases of RMLS™ which are and shall remain at all times the exclusive property of RMLS™ and their providers, as the case may be. **Subscriber must keep their Subscriber's Private ID access codes confidential and must not allow others to use them.**
11. **Disclosure; Assignment.**
  - a. SUBSCRIBER SHALL NOT DISCLOSE, DISSEMINATE OR COPY ANY OF THE COMPUTER PROGRAMS OR RELATED DOCUMENTATION ACCESSED HEREUNDER, INCLUDING, and WITHOUT LIMITATION, ANY SYSTEM PASSWORDS OR OTHER SECURITY FEATURES. SUBSCRIBER AGREES THAT RMLS™ SHALL HAVE THE RIGHT TO DISCONTINUE SERVICE UPON THE SUBSCRIBER'S DEFAULT OR UPON TERMINATION OF THIS AGREEMENT, INCLUDING THE EVENT OF A TERMINATION FOR DEFAULT BY PERSONS OTHER THAN SUBSCRIBER. ANY TERMINATION OF THIS AGREEMENT BY RMLS™ AS PROVIDED HEREUNDER SHALL BE WITHOUT PREJUDICE TO ANY RIGHT OR CLAIM FOR ARREARS OF PAYMENTS AND WITHOUT

ANY LIMITATION WHATSOEVER OF ANY OTHER LEGAL OR EQUITABLE RIGHTS IT MAY HAVE.

b. SUBSCRIBER SHALL NOT ASSIGN ANY RIGHT OR INTEREST IN THIS AGREEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF RMLS™. ANY ATTEMPT BY SUBSCRIBER TO TRANSFER BY ANY MEANS ANY OF ITS RIGHTS, DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT SUCH APPROVAL SHALL BE VOID.

12. **Attorney's Fees.** In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other reasonable costs, attorneys fees, and other related expenses resulting from such litigation.
13. **Facsimile Transmissions.** Subscriber hereby expressly consents to receipt by facsimile, modem or other electronic or telephonic means from RMLS™, its vendors, or RMLS™ participants and their subscribers, of advertisements, notifications and other communications relating to this Agreement, the real estate industry, and ancillary goods and services.
14. **Rules and Regulations; Compliance with Law.** Subscriber hereby agrees to abide by and comply fully with all RMLS™ Rules and Regulations, a copy of which has been provided to Subscriber, and with all applicable laws. The RMLS™ Rules and Regulations, as may be amended from time to time, are hereby incorporated into this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date last set forth below.

**Subscriber:**

**Regional Multiple Listing Service, Inc.**

\_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Participant hereby certifies that Subscriber is a duly licensed real estate licensee conducting business under the supervision of Participant. Participant further instructs RMLS™ to assign Subscriber an Access Code for the following User Class: \_\_\_\_\_ Broker Code: \_\_\_\_\_

**Participant/Principal Broker:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## RMLS™ Rules and Regulations - Attachment A

**Standard Office and Subscriber Fees:** Subscribers should check with their broker to determine whether the Standard or Alternate Fee Structure applies for their office.

|                                |                   |
|--------------------------------|-------------------|
| Office Access Fees             | \$100 per month   |
| Subscriber's Basic Service Fee | \$105 per quarter |

**Alternate Office and Subscriber Fees:** Subscribers should check with their broker to determine whether the Standard or Alternate Fee Structure applies for their office.

|                                |                   |
|--------------------------------|-------------------|
| Office Access Fees             | None              |
| Subscriber's Basic Service Fee | \$135 per quarter |

### SentriLock

|  |                  |
|--|------------------|
| SentriLock Service Fee   | \$33 per quarter |
| SentriLock Startup Costs                                       |                  |
| SentriCard®  | \$8              |
| SentriCard® Activation Fee                                     | \$25             |
| SentriCard® Reader Kit   | \$100            |
| (Includes Remote Access Device with charger and a Home Reader) |                  |

### Additional Office and Subscriber Fees:

|                              |                        |
|------------------------------|------------------------|
| Late Fee                     | \$5                    |
| Firm Initiation Fee          | \$500 (Initial Charge) |
| Branch Office Initiation Fee | \$100 (Initial Charge) |

### Administrative/Clerical and Personal Assistant Fees:

|   |                  |
|---|------------------|
| Office Manager/Input Person Access Fee<br>(Billed to the Office)    | \$25 per quarter |
| Personal Assistant Access Fee<br>(Billed to the Subscribing Broker) | \$25 per quarter |