

FEE SHEET FOR ASSOCIATION DUES AND/OR MLS FEES
Name: _____ **Office:** _____

SECTION 1: ASSOCIATION DUES:
(Only complete this section if you are joining the Cascades East Association of REALTORS®)

The dues collected are prorated based on the month you join and are for your memberships in the local—Cascades East Association of REALTORS®, state—Oregon REALTORS® (OR), and national—National Association of REALTORS® (NAR) associations. After joining, annual dues are due by January 1st of each calendar year. The proration schedule is as follows:

Month	Local Dues	State Dues*	National Dues**	Total Dues
January	\$100.00	\$335.00	\$201.00	\$636.00
February	\$92.92	\$307.08	\$188.00	\$588.00
March	\$84.84	\$279.16	\$175.00	\$539.00
April	\$79.76	\$251.24	\$162.00	\$493.00
May	\$73.68	\$223.32	\$149.00	\$446.00
June	\$65.60	\$195.40	\$136.00	\$397.00
July	\$58.52	\$167.48	\$123.00	\$349.00
August	\$52.44	\$139.56	\$110.00	\$302.00
September	\$46.36	\$111.64	\$97.00	\$255.00
October	\$38.28	\$83.72	\$84.00	\$206.00
November	\$31.20	\$55.80	\$71.00	\$158.00
December***	\$23.12	\$27.88	\$58.00	\$109.00

*A portion of your state association dues will be allocated to the REALTORS® Political Action Committee (RPAC), if you wish to redirect that portion to the Oregon REALTORS® Home Foundation or their Issues Mobilization Fund, please email that request to redirect@oregonrealtors.org.

**Your NAR dues include a \$45 mandatory assessment by NAR to fund a nationwide public awareness campaign highlighting the value a REALTOR® brings to a transaction and stressing the importance of using a REALTOR®.

***If joining in December, you will be required to pay the prorated amount for December as well as the full annual dues amount for the following year.

NOTE: THE ABOVE ANNUAL DUES PRORATION SCHEDULE IS FOR MEMBERS JOINING LOCAL, STATE AND NATIONAL. IF YOU ARE APPLYING TO BE A SECONDARY MEMBER AND HAVE PAID DUES THIS YEAR TO ANOTHER LOCAL BOARD/ASSOCIATION, PLEASE CONTACT US AT 541.382.6027 TO DETERMINE THE CORRECT AMOUNT OF PRORATED DUES YOU WILL BE ASSESSED.

ASSOCIATION FEES: (Only Complete the Below if You are Joining the Association)

Application Fee: The Cascades East Association of REALTORS® has a \$100.00 application fee in addition to prorated dues. Any member who inactivates their membership for more than thirty (30) days and requests to rejoin the association, will be required to pay an application fee.

Education Club Fee: The Cascades East Association of REALTORS® offers an optional program, the “Education Club.” This program costs \$25 and gives members discounts on our educational programs throughout the year. We recommend that all of our members, whether new licensees or transfers from other organizations, utilize this program to get the most benefits out of their membership.

RPAC Contribution: One of the many benefits of your association membership is our work to advocate for our members and to protect private property rights on the local, state, and national levels through the REALTORS® Political Action Committee (RPAC). RPAC supports candidates who support our industry. We encourage all members to invest \$25 in RPAC to invest in their business.

ASSOCIATION DUES AND FEES DUE:

(Below will be reviewed by staff before payment is processed)

PRORATED DUES (Total Dues Column for Month Joining in Spreadsheet above):	\$
APPLICATION FEE:.....	\$
ED CLUB MEMBERSHIP (Recommended \$25):.....	\$
RPAC CONTRIBUTION (Recommended \$25):.....	\$
TOTAL DUES:.....	\$

SECTION 2: MULTIPLE LISTING SERVICE FEES

(Only complete this section if you are joining the Cascades East MLS)

MLS FEES: (Only Complete the Below if You are Joining the MLS)

- The MLS has a \$250.00 application fee that is applicable to all Participants and Subscribers.
- The MLS has a \$50.00 application fee for Clerical Users or Personal Assistants.
- The monthly access fee is \$60.00 for Participants and Subscribers if joining after the 15th of the month the first month's access fee is \$30 for the first month.
- The monthly access fee is \$15.00 for Clerical Users or Personal Assistants if joining after the 15th of the month the first month's access fee is \$7.50 for the first month.
- If you are a Participant opening a new office with the MLS, there is a New Office application fee of \$2,000.00. If you are a Participant opening a new office with the MLS, the \$250 application fee will be waived.

NOTE 1: Any member who is inactive from the MLS for more than thirty (30) days will be required to pay an application fee.

NOTE 2: Unlicensed Clerical Users or Personal Assistants ONLY join the MLS.

NOTE 3: Any Office that inactivates their MLS access for two (2) or more years, will be required to pay the New Office application fee of \$2,000 again.

MLS FEES AND CHARGES DUE:

(Below will be reviewed by staff before payment is processed)

APPLICATION FEE FOR PARTICIPANT OR SUBSCRIBER:.....	\$
APPLICATION FEE FOR UNLICENSED CLERICAL USER OR PERSONAL ASSISTANT:.....	\$
APPLICATION FEE FOR NEW OFFICE:.....	\$
MONTHLY ACCESS FEE FOR PARTICIPANT OR SUBSCRIBER:.....	\$
MONTHLY ACCESS FEE FOR UNLICENSED CLERICAL USER OR PERSONAL ASSISTANT:.....	\$
TOTAL DUE FOR MLS CHARGES AND FEES:.....	\$

SECTION 3: AGREEMENT

(Complete the below if joining the association and/or the multiple listing service)

I agree to pay all dues, charges, and fees associated with my joining the Cascades East Association of REALTORS® and/or the Cascades East Multiple Listing Service as listed above. I understand that if my application(s) is not approved, I will receive a refund. Except for the aforementioned, I understand and acknowledge that I will not receive a refund if my membership is to go inactive or if I do not complete all required courses. You will receive an email invoice to pay online for your application and/or joining fees outlined in this Fee Sheet. Applications cannot be approved until payment is made in full.

Applicant Signature: _____ Date: _____

EMAIL COMPLETED FORM WITH SIGNATURE TO MEMBERSHIP@CASCADESEASTREALTORS.COM.

**CASCADES EAST ASSOCIATION OF REALTORS® AND/OR
CASCADES EAST MULTIPLE LISTING SERVICE**

APPLICANT INFORMATION SHEET

NOTE: Fields in **BOLD** are required.

Application Type: Association Only MLS Only Association & MLS
Applicant Type: Managing Broker or Managing Appraiser Responsible for Firm
Broker or Appraiser NOT responsible for Firm
Licensed Assistant

Name as it appears on your real estate/ appraisal license: _____

Nickname (DBA): _____ Gender: _____ **Date of Birth:** _____

Home Phone: _____ **Cell Phone:** _____

Home Street Address (cannot be a PO Box): _____

Home Mailing Address (if different): _____

Name of Office: _____ **Office City:** _____

Email: _____ **Website:** _____

Preferred Mail: Home Office **Preferred Phone:** Cell Office Home

Oregon Appraisal or Real Estate License #: _____ **First Licensed in Oregon:** _____

Are you currently licensed in another state? No Yes, where? _____

Have you ever been licensed in another state? No Yes, where? _____

Field(s) of Business (Specialties)? Residential Commercial Appraisal Land Farm/Ranch

Do you have any record of civil judgements imposed within the past seven (7) years involving judgements of civil rights laws, real estate license laws, or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities?

No Yes

Do you have any record of criminal conviction(s) within the past seven (7) years involving a crime that reasonably relates to the real estate business or puts clients, customers, or other real estate professionals at risk?

No Yes

Are you currently a member of another REALTOR® Board or Association?

No Yes, where? _____

If yes above, you must submit a Letter of Good Standing with your application.

Have you previously held membership in another REALTOR® Board or Association?

No Yes, where? _____

If yes above, submit a Letter of Good Standing with your application if you paid dues this year.

If yes to either of the previous two questions, you must complete the following seven (7) questions:

What is your National Association of REALTORS® (NAR) membership # (NRDS # or M1 #): _____

Have you been found in violation of the NAR Code of Ethics or other membership duties in any REALTOR® Board or Association in the past three (3) years?

No Yes, where? _____

Do you have any unsatisfied discipline pending?

No Yes, where? _____

Are there any pending ethics complaints against you?

No Yes, where? _____

Are you party to a pending arbitration request?

No Yes, where? _____

Do you have any unpaid arbitration awards or unpaid financial obligations to another REALTOR® Board or Association or Multiple Listing Service?

No Yes, where? _____

Have you ever been refused membership in any other REALTOR® Board or Association?

No Yes, where? _____

This section is only to be completed by the Managing Principal Broker or Managing Appraiser if the Managing Principal Broker or Managing Appraiser is the Applicant.

Business Real Estate License Number: _____

Office Street Address, City, State & Zip: _____

Office Mailing Address, City, State & Zip: _____

Office Phone: _____ Office Fax: _____

Office Website: _____

Have you or the firm in which you are the Managing Principal Broker been named as a debtor in any bankruptcy judgements or pending bankruptcy proceedings within the last three (3) years? Yes No

If joining the MLS, do you want Association/MLS Staff to call you to put you on auto pay? Yes No N/A

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my association membership and/or MLS participation/subscription rights if granted. I further agree that, if accepted, I shall pay the dues, fees and fines as from time to time established.

By signing below, I consent that the Cascades East Association of REALTORS® may contact me at the specified address, telephone numbers, fax numbers, email addresses or other means of communications available. This consent applies to changes in contact information that may be provided by me to the association and/or MLS in the future. This consent recognizes that certain state and federal laws may place limits on communication that I am waiving to receive all communications as part of my membership. I further consent that all billing from the association and multiple listing service shall be sent electronically.

Applicant Signature: _____ Date: _____

TO BE COMPLETED BY THE MANAGING PRINCIPAL BROKER OR MANAGING APPRAISER

I, Managing Principal Broker (MPB) or Managing Appraiser hereby certify that the applicant above is a licensed real estate broker or appraiser and such license has been verified as active online with the OREA/ Appraisal Board.

This license has been hung with my office since _____(OREA/Appraisal Board affiliation date).

Managing PB or Managing Appraiser Name: _____

Office Name:_____

Managing Principal Broker/ Managing Appraiser Signature:

_____Date:_____

EMAIL COMPLETED FORM WITH SIGNATURES TO MEMBERSHIP@CASCADESEASTREALTORS.COM.

Association/MLS Staff Use Only:

MLS MLS ONBOARDING MLS INPUT EKEY #_____ LOCKBOX NEW/USED _____ SHACKLE CODE

ASSN PRIMARY/ASSN SECONDARY COE FH ASSN ORIEN

OFFICE ID_____NRDS#_____FLEXMLS ID_____

Staff Notes:_____



**CASCADDES EAST MULTIPLE LISTING SERVICE
PARTICIPANT/SUBSCRIBER APPLICATION**

Name as it appears on your real estate license: _____

Oregon Appraisal or Real Estate License #: _____

Background/Structure/Benefits

The Cascades East Multiple Listing Service is one of the owners of Oregon Data Share LLC. (ODS) and through Participation or Subscription in the Cascades East Multiple Listing Service, you will be a Participant or Subscriber in ODS.

ODS was created by three local MLSs from Central Oregon, Southern Oregon, and Klamath County, exploring ways we could work together. We looked at ways we can best serve our MLS Participants/Subscribers and provide them the best tools and technology all while working to advance their real estate careers and serve their clientele.

After several years, the three MLSs moved forward with a shared database and several sets of shared technology products. While the three MLSs have remained three separate business entities, our Participants/Subscribers experience one system with data from all three MLSs but are still able to visit their local offices and see the same local staff.

Participants/Subscribers and their clients can see the listing inventory from across the Oregon Data Share. Additionally, listings are advertised across the entire system to a much larger audience of potential cooperating Participants/Subscribers and potential buyers. Participants/Subscribers are also able to use our system to see production in various markets to best determine who to refer business to.

In addition to a shared database, our Participants/Subscribers have access to the best technology platform for distributing real estate data, an API, which contains the data from across the data share. We are also able to use our joint Participant/Subscriber counts to offer top-notch technology products for our members, such as market statistics, a county tax solution, and lockbox/electronic key solutions.

Thank you for choosing us as your multiple listing service and we look forward to serving you as a Participant/Subscriber through your real estate career.

Upon application, I:

1. Hereby certify that I am a member in good standing in a REALTOR® association of my choice, subscribing fully to their Bylaws and the NAR Code of Ethics, and I am applying for Participation or Subscription services in the Cascades East Multiple Listing Service.
2. Agree to conform to and abide by the Cascades East Multiple Listing Service Policies and Procedures, as they are now written or as may be amended from time to time.
3. Agree to conform to and abide by the ODS Rules and Regulations, as they are now written or as they may be amended from time to time.
4. Agree to complete and conform to the ODS Participant Agreement if I am the Managing Principal Broker or Managing Appraiser applying for Participant rights in the Multiple Listing Service.

5. Agree to complete and conform to the ODS Subscriber Agreement if I am Broker or Appraiser applying for Subscriptions rights in the Multiple Listing Service.
6. Agree to submit all controversies in matters of conduct arising among ODS Participants and/or Subscribers to designated Professional Standards Program administered for the Cascades East Association of REALTORS®, if the Subscriber or Participant whose conduct is in question is a member of said Association.
7. Understand and agree that my Participation/Subscription in the Cascades East Multiple Listing Service/Oregon Data Share LLC. may be canceled for non-compliance with the above or the provisions outlined in the Oregon Data Share LLC Participant or Subscriber Agreement as may be amended from time to time.

Applicant Signature: _____ Date: _____

Managing Principal Broker or Managing Appraiser Signature:

_____ Date: _____

EMAIL COMPLETED FORM WITH SIGNATURES TO MEMBERSHIP@CASCADESEASTREALTORS.COM.

Oregon Data Share, LLC

Participant Agreement

This **AGREEMENT** is made and entered into by Oregon Data Share LLC, ("ODS"), with offices at 625 Franquette Street, Medford, OR 97501; and _____ ("Firm"), with offices at _____.

WHEREAS, ODS is a collaboration between the Cascades East Multiple Listing Service, Klamath County Association of Realtors®, and Southern Oregon Multiple Listing Service (each a Local MLS as defined below) that provides centralized MLS services;

WHEREAS, Firm is purchasing multiple listing services from a Local MLS listed above and wishes to obtain access to ODS Service;

NOW, THEREFORE, you, _____, Participant, on behalf of yourself and Firm, hereby agree to the following terms and conditions, the ODS Policies and Local MLS Policies.

DEFINITIONS AND USAGE.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

Clerical User: A Clerical User is employed by the Firm to work as office personnel for the Firm. For purposes of this Agreement, Clerical Users are unlicensed individuals and when accessing the ODS System, must be supervised by Firm or Participant.

Firm: The brokerage or appraisal company with which Participants are affiliated and which has executed a Participant Agreement with ODS.

Local MLS: The REALTOR® association, board of REALTORS® or multiple listing service organization through which Firm and Subscribers and Users receive the ODS Service.

Local MLS Policies: The then-current bylaws, rules and regulations, and policies and procedures promulgated by Local MLS, as Local MLS amends them from time to time, with or without notice.

ODS Affiliates: ODS Affiliates means ODS and its officers, directors, employees, agents, representatives, licensors, shareholders, and LLC members, including Local MLS.

ODS Database: All data available to Firm on the ODS System, including the Participant Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

ODS Policies: ODS's then-current bylaws, rules and regulations, and policies and procedures promulgated by ODS, as ODS amends them from time to time, with or without notice.

ODS Service: The services ODS provides to Firm under this Agreement and similar services ODS provides to third parties under similar agreements, including any access or license to the ODS Software, the ODS Database, and the ODS System.

ODS Software: ODS's proprietary web browser interface(s) to the ODS System.

ODS System: The aggregate of all hardware, software, and telecommunications systems that ODS maintains, or that ODS contractors maintain on its behalf, in order to make access to the ODS Database available to Firm.

Other Participants and Subscribers and Users: All participants, subscribers, and users of ODS Service not party to this Agreement.

Participant: The natural person, identified as "Participant" in the signature block below, who is responsible for Firm's conduct under ODS Policies with regard to each office of Firm, and who is a "participant" as that term is defined in the ODS Policies.

Participant Compilation Contribution or "PCC." All selection, coordination, and arrangement by Subscribers and Users of the listing information submitted, contributed, or input in the ODS System, including

the choice, classification, categorization, ordering, and grouping of material or data that is included in the ODS System. PCC does not include original text or photographs.

Participant Contribution: All data that the Subscribers and Users submit, contribute, or input in the ODS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the PCC.

Personal Assistant: A Personal Assistant is an individual employed by Firm or Subscriber working on behalf of only one licensee or a real estate team. For purposes of this Agreement, Personal Assistants are unlicensed individuals and when accessing the ODS System, must be supervised by Firm or Subscriber, as applicable.

Registered Appraiser Assistant: A Registered Appraiser Assistant is a pre-license designation from the State of Oregon for an individual who is completing the state training requirements to become a licensed appraiser. For purposes of this Agreement, Registered Appraiser Assistants are unlicensed individuals and when accessing the ODS System, must be supervised by Firm, Participant, or Subscriber, as applicable.

Saved Information: Information that Subscribers and Users store in the ODS System for their own later use that is not intended by them to be available to Other Participants and Subscribers and Users, including client prospect and contact information.

Subscriber: A Subscriber is a real estate licensee or a certified or licensed appraiser either employed by, or is an independent contractor affiliated with, Firm.

User: A User is a Personal Assistant, a Clerical User, or a Registered Appraiser Assistant.

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

(a) Wherever the term "including" is used, it means "including, but not limited to."

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable.

(c) Wherever the term "law" is used, it means all statutes, regulations, and case 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.

ODS'S OBLIGATIONS.

3. Subject to the terms and conditions of this Agreement and the ODS Policies and/or the Local MLS Policies, ODS or Local MLS shall provide one unique user ID and password to each Participant, Subscriber and User that is authorized to obtain access to the ODS Service by virtue of this Agreement or another license agreement; and Participants for which Firm is responsible shall have all rights and obligations of a participant in ODS as set forth in the ODS Policies and/or Local MLS Policies. ODS may require Participant to change Participant's password at any time. The user ID and password will provide Participants access to all data and functions in the ODS Service to which Participants are entitled under the ODS Policies and/or Local MLS Policies. ODS makes no warranties, however, that the ODS Service will be available at all times. ODS may use a third party contractor, determined in ODS's sole discretion, to facilitate its responsibilities under this Agreement.

FIRM'S ACKNOWLEDGMENTS.

4. **Modifications to service.** ODS may, but is not required to, modify the ODS 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 ODS Service may be subject to agreements other than this Agreement and may require payment of additional fees ("Other Agreements"). For the avoidance of doubt, Firm and Participant shall be subject to the terms and conditions of this Agreement as well as any Other Agreements for those products and services to which they apply.

5. Editorial control. ODS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the ODS Database or the Participant Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, ODS may take any steps necessary in its judgment, including deleting the Participant Contribution or portions thereof, to avoid or remedy any violation of law, breach of the ODS Policies, Local MLS Policies or infringement of intellectual property rights. Additionally, ODS shall have the right to alter and/or remove metadata and copyright management information contained in the Participant Contribution.

6. Conditions of service. Firm must at all times have an Participant designated for each office. Firm shall ensure that at all times Participants for which Firm is responsible under this Agreement satisfy the prerequisites for participation in the ODS Service as set forth in the Local MLS Policies and ODS Policies. Subscribers must be affiliated with a Participant at all times during the term of this Agreement. Firm and Participant will comply at all times with (a) the ODS Policies, (b) the Local MLS Policies, and (c) all applicable laws, statutes, ordinances and regulations in performance of their respective obligations under this Agreement, including the Fair Housing Act (42 U.S.C. §3601 et. seq.) and the Americans with Disabilities Act (42 U.S.C. §12101 et. seq.). Participant and Firm will ensure Subscribers' and Users' compliance with the foregoing.

7. Saved Information. Saved Information may not always be available to Firm and may become available to unauthorized persons. ODS is not liable for unauthorized access to or loss of Saved Information. Firm is responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. Personal information and privacy; Disclosure to third parties. Firm consents to ODS and Local MLS accessing, processing, transferring, and using Participant's personal information to provide the ODS Service. ODS reserves the right to collect and analyze information about how Firm uses the ODS Service. ODS uses third party vendors and contractors in connection with providing the ODS Service. ODS reserves the right to distribute to third parties certain information about Firm, including Firm's and Participants' names and business addresses, phone numbers, and email addresses. Firm acknowledges that ODS is not responsible for the collection and use of Participant's personal information by third parties not under ODS control. ODS reserves the right to distribute to third parties aggregated information about Firm's, Participants', and Other Participants' and Subscribers' and Users' use of the ODS Service, but not about Firm's or Participants' use specifically.

9. Disclosure to government. Firm acknowledges that ODS may provide government agencies access to the ODS Service at any time in ODS's sole discretion.

10. Priority of agreements. Firm must enter into this Agreement before any Subscriber or User may obtain access to the ODS Service. Participant's access to the ODS Services is subject at all times to the limitations set out in the ODS Policies, Local MLS Policies, and this Agreement. In the event of an apparent conflict between those documents and this Agreement, Firm's obligations and rights shall be determined, in order of precedence, by the ODS Policies, Local MLS Policies, and then by this Agreement.

11. IDX and VOW data access subject to separate agreement; third-party TOU. Firm acknowledges that access to ODS's IDX or VOW database and data feeds can occur only upon execution of a separate written agreement between ODS, Firm and Subscriber, as applicable. Firm acknowledges that access to third-party software offered via ODS Services

may be subject to separate third-party terms of use ("Other TOUs"). For avoidance of doubt, Firm shall be subject to the terms and conditions of this Agreement as well as any Other TOUs for those products and services to which they apply.

FIRM'S OBLIGATIONS.

12. Use limited; Compensation Disclaimer. Firm shall use the ODS Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate, strictly as permitted by the ODS Policies and/or Local MLS Policies. Except as expressly provided in this Agreement and the ODS Policies and/or Local MLS Policies, Firm shall not copy, create derivative works of, distribute, perform, or display the ODS Service or any part of it, except the Participant Contribution. Firm acknowledges the following statements and may not communicate with any consumer in any manner that contradicts any of the following statements or brings them into doubt:

(a) A broker's compensation and fees for services are not set by law and are fully negotiable.

(b) A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.

(c) The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and/or seller, and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker and/or seller.

13. Confidentiality. Participant shall maintain the confidentiality of its user ID and password. Firm and Participant shall ensure that (a) its Subscribers and Users maintain the confidentiality of their user IDs and passwords, (b) Subscribers and Users do not share their user IDs or passwords, and (c) that no one but the authorized Subscriber or User, as applicable, obtains access to the ODS Service or any part of it. To maintain the confidentiality of all user IDs, passwords, the ODS Database, and the ODS System, Firm shall take the greater of reasonable care or the care it takes to protect its own confidential information. Firm and Participant shall not make any user IDs, passwords, the ODS Database, or the ODS System available to any third party, including without limitation affiliates, franchisors, and subsidiaries, unless expressly authorized to do so under this Agreement or the ODS Policies and/or Local MLS Policies. Failure to comply with this provision will result in a significant fine, as set forth in the ODS Policies and/or Local MLS Policies. Firm may disclose confidential information under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, the disclosing Firm first gives reasonable notice to ODS to permit ODS to seek a protective order.

14. Equipment. Firm shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the ODS Software, necessary for Participant's use of the ODS Service.

15. Participant Contribution. With regard to any Subscriber or User making a Participant Contribution to the ODS Service, Firm warrants that the information submitted complies with all applicable laws, statutes, ordinances and regulations and the ODS Policies and/or Local MLS Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Firm warrants that the Participant 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 Participant Contribution.

16. Subscriber and User agreements. Firm shall ensure that each Subscriber and User who will have access to the ODS System or ODS Database, enters into a Subscriber or User agreement, as applicable, with

ODS. Firm is liable to ODS and Local MLS for all fees due under each Subscriber and User agreement.

17. **Subscriber and User supervision.** Firm shall ensure that all Subscribers and Users comply at all times with the ODS Policies and with applicable laws. Firm is liable for any Subscriber's or User's breach of any agreement between the Subscriber or User and ODS relating to the ODS Service or violation of any of the ODS Policies as if Firm had committed it.

18. **List of Subscribers and Users.** Firm shall ensure ODS and Local MLS have a current list of all Subscribers and Users; Firm shall inform Local MLS in writing of any change in the Subscribers and Users within twenty four (24) hours of the change or the timeframe in the ODS Policies and/or Local MLS Policies, whichever is greater.

19. **Accurate information.** Firm warrants that the Subscribers and Users have used and will use reasonable care to ascertain the accuracy of the Participant Contribution and its compliance with all laws. Firm shall ensure that any changes to the Participant Contribution are made on the ODS System within such time as provided in the ODS Policies. Pursuant to the ODS Policies, Firm shall provide to ODS all documentation ODS requests of Firm to ascertain Firm's compliance with this Agreement.

INTELLECTUAL PROPERTY.

20. License from Firm for Participant Contributions.

(a) **License from Participant.** Firm hereby grants to ODS 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 Participant Contribution. Firm warrants that it has the authority to grant this license.

(b) **ODS has no obligations to protect.** Firm acknowledges that: (i) ODS makes no grant of license or assignment to Firm of any rights in the ODS Database except as set forth in Paragraph 21; (ii) ODS will make no effort to register the copyrights in the Participant Contribution, and Firm will be responsible for all costs and efforts associated with registration; (iii) timely copyright registration is a prerequisite to suing a copyright infringer, and is necessary in order to obtain certain remedies available under the U.S. Copyright Act; (iv) ***ODS will employ no efforts whatsoever to detect or hinder third parties using the Participant Contribution without Firm's permission;*** (v) ODS will make no effort to secure for Firm the right to use copyright works created by Subscribers and Users or third parties.

21. **Other provisions.** Pursuant to the ODS Policies, the PCC shall be a work made for hire by Participant and Subscribers and Users for the benefit of ODS, which shall be deemed the PCC's author for purposes of copyright law. If for any reason the PCC cannot be provided as a work made for hire, you agree to assign and hereby do assign to ODS all right, title and interest in the PCC, including, without any limitation, any copyrights therein under United States and international copyright law. ODS hereby grants Firm a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Agreement to use the ODS Software and the ODS Database (excluding the Participant Contribution) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Agreement and the ODS Policies and only to deliver real estate brokerage or appraisal services to Firm's bona fide customers. All uses of the Licensed Materials not expressly authorized in this Agreement and the ODS Policies are prohibited. Title to the Licensed Materials remains at all times in ODS and shall not pass to Firm.

22. **Further Participant warranty.** Firm warrants that (a) the Participant Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Firm has the written consent of any party necessary to provide the Participant Contribution to ODS.

23. **Limitations on use by ODS.** In accordance with the ODS Policies, ODS agrees during the term of this Agreement not to license or distribute the Participant Contribution to any third party that is not a real estate brokerage or appraisal subscriber to the ODS Service if Firm has indicated in writing its desire to withhold the Participant Contribution from such third party after ODS has provided notice of its intention to provide the Participant Contribution to the third party. If ODS enters a data sharing agreement with any other multiple listing service (as that term is defined in ODS Policies) ODS may license and distribute the Participant Contribution to the other multiple listing service in the data share and its users without obtaining any consent from Firm.

FEES AND PAYMENT TERMS.

24. **Applicable fees due to Local MLS.** No fees are due directly to ODS hereunder. Local MLS is solely responsible for establishing the fees it charges Firm for access to the ODS Service and for determining the means of collecting those fees. ODS does not control or fix the fees that brokers, salespersons, and other permitted users pay to Local MLS (or other REALTOR® associations) for access to the ODS Services.

25. **Payment terms.** Firm agrees to pay all applicable fees to Local MLS when they become due according to the Local MLS Policies. Local MLS may revise its schedule of fees at its sole discretion at any time, with or without notice, subject to the Local MLS Policies. Local MLS may suspend services to Firm, Subscribers, and Users for failure to make payments to Local MLS.

26. **No refunds.** ODS and Local MLS need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the ODS Policies and/or Local MLS Policies provide otherwise. Initiation fees, if any, are not refundable.

27. **Taxes.** All fees for the ODS Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Local MLS and Firm shall pay all such taxes and levies other than any tax or levy on the net income of ODS.

28. **Fines.** ODS may collect fines from Firm and from Participants for violation of the ODS Policies by Firm, Participant and Subscribers and Users. Payment terms for fines are set out in the ODS Policies. ODS may amend its schedule of fines and terms for collecting them at its sole discretion at any time, with or without notice.

TERM AND TERMINATION.

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

30. **Termination for breach.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of three (3) days after written notice to the breaching party and Local MLS if the breach or nonperformance has not then been remedied.

31. **Termination for breach of policies.** Paragraph 30 notwithstanding, ODS may terminate this Agreement if Firm fails to comply with the ODS Policies or Local MLS Policies; if Firm violates or is alleged to have violated the ODS Policies or Local MLS Policies, this Agreement shall not be terminated in accordance with the terms of this section until any hearing or appeal rights of Firm have expired as provided in the ODS Policies or Local MLS Policies, as applicable. If in ODS's judgment, however, a violation or alleged violation of the ODS Policies or Local MLS Policies is resulting in a continuing harm to ODS or Other Participants or Subscribers and Users, ODS may suspend Firm's access to the ODS Database during the pendency of any hearing or appeal.

32. **Termination for failure to pay.** In the event Firm fails to pay Local MLS any fees required under this Agreement, ODS may terminate service without being subject to arbitration. In its sole discretion, ODS may suspend its performance under this Agreement rather than terminating it, in the event that Firm fails to pay any fees required under this Agreement.

33. **Termination for convenience.** Either party may terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party and Local MLS.

34. **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (a) ODS or Local MLS shall deactivate Participants' user ID and password, and Firm and Participants shall have no further access to the ODS Service; (b) Firm shall purge all copies of the ODS Software and the ODS Database (except the Participant Contribution) from Firm's personal computers, and shall cause Participants and Subscribers and Users to do the same; and (c) all licenses granted hereunder, except the license to the Participant Contribution in Paragraph 21 shall immediately terminate.

35. **Effect on Subscribers and Users.** In the event of any termination of this Agreement, all Subscriber and User license and access agreements will automatically terminate. In the event of any suspension of this Agreement, upon ODS notice to Subscribers and Users, ODS may in its sole discretion suspend Subscriber and User access to ODS System and Subscriber and User license and access agreements. If ODS does not exercise its right to suspend Subscriber and User access to the ODS System, the Subscriber and User license and access agreement shall continue.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

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

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

38. **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL ODS BE LIABLE TO FIRM FOR ANY AMOUNT IN EXCESS OF THE

GREATER OF (A) THE FEES PARTICIPANT HAS PAID TO LOCAL MLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

39. **Indemnification.** Firm shall defend, indemnify and hold the ODS Affiliates and Other Participants and Subscribers and Users 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 ODS Affiliates or Other Participants and Subscribers and Users arising from any acts of Subscribers and Users, including (a) putting inaccurate information into the ODS Service; (b) making unauthorized use of Subscriber's or User's password; (c) making unauthorized use of the ODS Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any term of this Agreement; and (f) violating this or any other agreement or any law.

40. **Acknowledgment.** Firm acknowledges that ODS and Local MLS have 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.

DISPUTES AND REMEDIES.

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

42. **Dispute resolution.** In the event ODS claims that Firm has violated the ODS Policies and/or Local MLS Policies, ODS may, at its option, resolve such a claim according to the disciplinary procedures set out in the ODS Policies and/or Local MLS Policies, provided MLS does not also base a claim that Firm has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 31, 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 the county in which Local MLS maintains its headquarters, Oregon, except that it may be held by telephone where the Arbitration Rules expressly so permit. Firm 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 the county in which Local MLS maintains its headquarters, Oregon.

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

unauthorized disclosure of any portion of the ODS Database to any third party, Firm shall be liable for liquidated damages in the amount of \$5,000 (or the amount established in the ODS Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

44. **Legal fees.** In the event of legal action or arbitration between ODS and Firm, or ODS and any Subscriber or User, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration. If ODS is the prevailing party in an action against a Subscriber or User, Firm shall be obligated to pay these costs on the Subscriber's or User's behalf.

MISCELLANEOUS.

45. **No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by ODS and Firm, 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. The foregoing notwithstanding, Local MLS is a third-party beneficiary of this Agreement and the parties agree that Local MLS may enforce those covenants herein of which Local MLS is a beneficiary.

46. **Interpretation and amendment.** Firm expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). ODS may amend this Agreement by providing thirty (30) days' advance notice of the amendment to Firm. If Firm or any Subscriber or User continues to use the ODS Service or ODS Database after the expiration of the thirty-day notice period, Firm 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.

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

48. **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. In the event of any dispute regarding the interpretation of the terms of this Agreement, it shall not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties. 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 Paragraphs 36 through 40 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Firm's access to the ODS Service shall immediately terminate.

49. **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon applicable to contracts made and performed in Oregon, without regard to its conflicts of law and choice of law provisions.

50. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; or (c) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three (3) days after transmission, whichever is earlier.

51. **Authority to Bind.** Participant herein represents and warrants that he/she has all necessary power and authority to bind Firm and to execute this Agreement on Firm's behalf.

Having read this Agreement, the Participant expresses their will to be bound by its terms by setting their signature below.

Firm name

Signature of Participant

Print name of Participant

Title of Participant

Signature Date

ODS Staff Receipt:

Staff Initials: _____

Date Recv'd/Effective Date: _____



**CASCADDES EAST MULTIPLE LISTING SERVICE
ELECTRONIC KEY LEASE APPLICATION & KEYBOX PURCHASE FORM**

Name as it appears on your real estate license: _____

Oregon Appraisal or Real Estate License #: _____ City: _____

ELECTRONIC KEY LEASE INFORMATION (Disregard this section if you already have an eKEY and are only purchasing a keybox(s) Supra offers two options for electronic keys that our members can lease. The eKEY works on Apple or Android devices. Please see the [Supra eKEY Comparison](#) to determine which eKEY you would like to lease eKEYBasic (\$12.50) or eKEY Professional (\$18.50). You can change which product you would like to lease at any time. There is a \$50 activation fee charged by Supra for every eKEY that is activated.

I would like to lease an eKEY: Yes No

IMPORTANT: Once MLS staff has set you up in the Supra system, you will receive an email from Supra with a link to set up the billing for your account. This needs to be completed within five (5) days of receipt of the email. Please make sure to follow the instructions in this email otherwise your eKEY will not work. When billed, you will be charged for the \$50 activation fee referenced above and your prorated monthly eKEY lease for the current month. The eKEY lease will be billed monthly by Supra directly. If you have any changes to the credit card you place on file with Supra, please make sure to update this card with Supra so that you do not experience an interruption in service.

KEYBOX PURCHASE INFORMATION (Disregard if only leasing an eKEY above).

The MLS uses Supra as its keybox vendor. All keyboxes are warranted. The fees to purchase keyboxes are as follows:

New Keyboxes- \$110

Used Keyboxes- \$75 *Purchase of used keyboxes is subject to availability. **Call in advance for availability.**

Please complete the following: I am purchasing (#) _____ new keyboxes. I am purchasing (#) _____ used keyboxes.

I would like the following four (4) digit code assigned as the shackle code on the keyboxes I am purchasing. _____

The keyboxes being purchased will be owned* by:

Individual Broker Completing Application

Managing Principal Broker

The Office/Owner

*Please note that only the owner of the keybox selected above can transfer ownership or reassign the keybox to another owner. Additionally, only the owner on file will have or be given access to the shackle code assigned to the keybox.

In the event purchased boxes must be shipped, all shipping costs are the responsibility of the member requesting shipping. Purchased keyboxes left at the MLS office for more than ninety (90) days shall be returned to the MLS inventory, and no refunds shall be given.

Keyholder or Keybox Purchaser/Owner Signature: _____ Date: _____

TO BE COMPLETED BY THE MANAGING PRINCIPAL BROKER OR MANAGING APPRAISER

I, Managing Principal Broker(MPB) or Managing Appraiser, hereby certify that the Subscriber in this application, or myself, if I am the keyholder or purchaser, shall abide by all the terms and conditions set forth in the keyholder lease agreement with Supra and follow all rules and regulations in the MLS policies governing electronic keys and keyboxes.

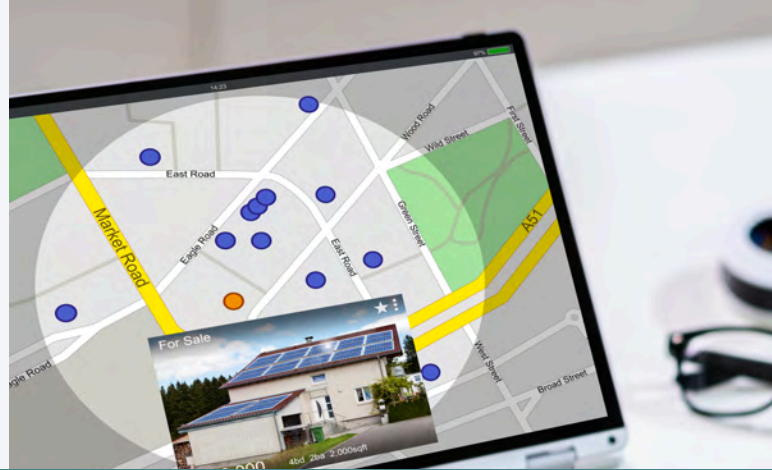
MPB/Managing Appraiser Signature: _____ Date: _____

EMAIL COMPLETED FORM WITH SIGNATURES TO MEMBERSHIP@CASCADDESEASTREALTORS.COM.



MLS ONBOARDING REQUIREMENTS

The following steps are required for Participation, Subscriber, and User rights in the Cascades East MLS and the Oregon Data Share (ODS)



STEP ONE (REQUIRED FOR ALL)

Within the first thirty (30) days, you must complete a thirty (30) minute self-paced Flexmls intro course. This course will provide a brief overview of ODS, logging in for the first time, the help options and resources available, the basics and customization of your dashboard, navigation of the system, and an overview of searching. You will receive a link to this course when your application is processed.

STEP TWO (REQUIRED FOR ALL)

Within the first thirty (30) days, complete the ODS Rules and Regulations Onboarding Course which is approximately 1.5 hours. This course reviews the MLS Rules and Regulations and highlights important fields, what they mean and how you should use them as well as important data integrity standards we adhere to in order to make sure our members have access to the most accurate real estate data. The staff will review these important items as we audit for them and issue fines if found. This course is taught live virtually twice a month so you will have two opportunities to complete this course before the deadline. You will receive the upcoming opportunities for this course via email when your application is processed. You can also view these on our [COURSE CALENDAR](#).

STEPS THREE & FOUR (ONLY REQUIRED FOR LISTING INPUT PRIVILEGES)

Every MLS technology platform has Listing Input Privileges, which allow members to enter, edit, and change listings, as well as several other features. All Managing Principal Brokers and those needing input privileges (which must be authorized by your Managing Principal Broker) are required to complete the above two requirements as well as the following:

1. Submit signed and completed Listing Input Form and Listing Input Agreement to the MLS.
2. Complete the online self-paced Listing Input course (Approx. 1 hour). This course reviews how to input a listing in the Flexmls system from beginning to end and touches on all the features in the system you will be using. The link to this will be sent to you once we receive the required paperwork.

ADDITIONAL RESOURCES

In addition to the above-required courses, we offer several non-required courses for members interested in learning more! Become more proficient at the Flexmls system and use it to its full potential, which will help you succeed in your real estate career! We offer a Flexmls advanced training course offered periodically throughout the year. We also offer classes on hot topics or frequently asked questions we receive at the MLS office. Check the association's online calendar for these courses. You can attend them anytime, and they are not required.

Visit www.cascadeseastrealtors.com/calendar to register for the courses we offer as additional resources. Pre-registration is required. For questions regarding required or optional MLS courses, feel free to contact us at 541.382.6027 or at membership@cascadeseastrealtors.com.