

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.

CLERICAL USER OR PERSONAL ASSISTANT APPLICATION

APPLICANT INFORMATION

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

(This section should be completed for Clerical Users AND Personal Assistants.)

Clerical User: A Clerical User is employed by the Managing Principal Broker/Managing Appraiser (Participant) or the Firm to work as office personnel for the firm.

Personal Assistant: A personal assistant is employed by the Managing Principal Broker/Managing Appraiser (Participant) or a Broker/Appraiser (Subscriber) or Team to work for an individual or a team.

Applicant Type: Clerical User Personal Assistant

Currently Licensed? Yes* No

IF Licensed, Where? Real Estate Office/Appraisal* Referral Company Not Applicable/Not Licensed

***IF YOU CURRENTLY HOLD A REAL ESTATE LICENSE HUNG AT A REAL ESTATE OFFICE, NOT A REFERRAL COMPANY, PLEASE CONTACT OUR OFFICE AT 541-382-6027 PRIOR TO COMPLETING THIS PAPERWORK TO ENSURE YOU ARE COMPLETING ALL THE APPROPRIATE PAPERWORK.**

Name: _____ **Cell Phone:** _____

Office Name: _____ **Office Code:** _____

Office City: _____ **Email:** _____

Have you previously had access to this MLS?

No Yes, Which Office? _____ If yes, Flex Log In ID: _____

CLERICAL USER SETUP

(Only complete this section if you are joining as a clerical user working on behalf of the firm. Note, the fields in bold are required if completing this section for a clerical user.)

1. Will this individual be entering listings, status changes, and other listing information changes (listing input privileges) into the MLS system?

No Yes

2. If Yes above, Clerical Users who complete the Listing Input Course and complete the required paperwork are certified to enter listings, status changes and other listing information changes into the system. This individual shall be authorized for the following privileges for the firm:

Full Office Access- Ability to add or change listings for anyone in this office.

Full Company Access- Ability to add or change listings for anyone in this office AND any branch offices associated with this office in Flexmls.

3. If Yes to 1 above, should the system automatically approve new listings? NOTE: If you select NO below, Managing Principal Broker (Participant) must manually approve the new listings before they go live.

No Yes

PERSONAL ASSISTANT SET UP

(Only complete this section if you are joining as a personal assistant working on behalf of an individual or team. Note, the fields in bold are required if completing this section for a personal assistant.)

Personal Assistants are granted “Work As” privileges in Flexmls if authorized by the Managing Principal Broker/Appraiser (Participant) and after completing all necessary training and paperwork. This means that the Personal Assistant can work in the system as the broker/appraiser or team member(s) they have “Work As” privileges for. When doing so, the Personal Assistant is given the same rights in the system as the individual they are “Working As”.

1. Who is the Employing Licensee of the Personal Assistant?

2. Please give this Personal Assistant “Work As” rights for the following individual or team members:

First Name	Last Name	FLEXMLS ID:

NOTE 1: If you need more space other than what is provided above, please attach a list to this applicant information sheet.

NOTE 2: If any of the individuals listed in the above or attached spreadsheet have listing input privileges, the Personal Assistant will be required to complete any listing input course requirements and required agreement.

AGREEMENT & ACKNOWLEDGEMENTS

(Complete this section if applicant is applying as a Clerical User OR Personal Assistant)

Upon application, I:

1. 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.
2. Agree to conform to and abide by the Oregon Data Share LLC (ODS) Rules and Regulations, as they are now written or as they may be amended from time to time.
3. Agree to complete and conform to the ODS User Agreement if I am Clerical User or Personal Assistant applying for User rights in the Multiple Listing Service.
4. Agree to complete the following requirements:
 - a. Flexmls Intro Course (Self-Paced Course)
 - b. MLS Onboarding Course on MLS Rules and Regulations (Live Virtual Course with Instructor)
 - c. Listing Input Training (Self-Paced Course)- Only if being granted listing input privileges or access to work as a Subscriber or Team that has listing input privileges.
5. Further understand and agree that my User rights 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 User Agreement as may be amended from time to time.
6. Understand and agree that in the event I obtain a real estate license, and I am not hanging that license with a referral company, I will be billed as a REALTOR® member and subscriber and will be required to complete additional paperwork.

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 MLS User rights if granted. I further agree that, if accepted, I shall pay any fees and fines as from time to time established.

By signing below, I consent that the Cascades East Multiple Listing Service 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 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 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 to be authorized as a Clerical User or Personal Assistant as listed above and I authorize their input rights as specified in this application. I further acknowledge and understand that I am ultimately responsible for the activities of the clerical users or personal assistants affiliated with my firm or the Subscribers with my firm.

If applicant is a Personal Assistant, I have made the Employing Licensee or Team aware that the Personal Assistant will have the rights I have approved in this application and what those rights allow the Personal Assistant to do in the Flexmls system.

Lastly, I acknowledge and agree to notify the multiple listing service of any status changes or license changes of the clerical users or personal assistants affiliated with my firm or the Subscribers with my firm.

MPB or Managing Appraiser Name: _____

Office Name: _____

Managing Principal Broker/ Managing Appraiser Signature: _____

_____ Date: _____

Association/Staff Use Only:

MLS MLS ONBOARDING MLS INPUT

OFFICE ID _____ FLEXMLS ID _____

Staff Notes: _____

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

Oregon Data Share, LLC

User Agreement

(For Clerical Users, Personal Assistants, and Registered Appraiser Assistants)

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

This "Agreement" is made between Oregon Data Share, LLC ("ODS") with offices at 625 Franquette Street, Medford, OR 97501, and you ("You" or "User"). By signing below, You agree to the following terms and conditions, the ODS Policies and applicable Local MLS Policies.

WHEREAS, ODS is a collaboration between the Cascades East MLS, 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, which includes access to ODS Service, and You wish to access to the same;

NOW, THEREFORE, You 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, 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 User on the ODS System, including the User 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 User 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 data connection systems that ODS maintains, or that ODS contractors maintain on its behalf, in order to make access to the ODS Database available to User.

Other Participants and Subscribers and Users: All participants, subscribers and users of ODS not party to this Agreement, including solely for purposes of this Agreement, Firm's employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

Participant: With regard to each office of Firm, the principal broker or appraiser manager that supervises Subscriber's and User's real estate activities and on whose behalf Subscribers and Users conduct those real estate activities.

Personal Assistant: A Personal Assistant is an individual employed by Firm or Subscriber working on his/her behalf only or on behalf of his/her 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. 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 User stores in the ODS System for his/her own later use that is not intended by him/her to be available to ODS's 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 Compilation Contribution or "UCC." All selection, coordination, and arrangement by User of 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. UCC does not include original text or photographs.

User Contribution: All data that the User submits, contributes, or inputs in the ODS System on behalf of a Participant or Subscriber, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the UCC.

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 interchangeable.

(c) 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.

ODS'S OBLIGATIONS

3. If the User meets the qualifications as set forth in the ODS Policies and/or Local MLS Policies, then ODS or Local MLS shall provide one unique user ID and password to User. The user ID and password will provide User access to all data and functions in the ODS Service to which User is permitted under the ODS Policies and/or Local MLS Policies. ODS may require User to change User's password at any time. 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.

USER 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, User 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 User 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 User 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 User Contribution.

6. **Conditions of service.** User must be affiliated with Participant, Firm, or Subscriber, as applicable, at all times during the term of this Agreement. User may access the ODS Service only if Firm and Subscriber, as applicable, meet the qualifications in the ODS Policies and Local MLS Policies. User will comply at all times with (a) the ODS Policies at all times, (b) the Local MLS Policies, and (c) all applicable laws, statutes, ordinances and regulations in performance of their 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.), including ensuring that User does not engage in any activity, or access the ODS System in any manner, that requires a real estate license.

7. **Saved Information.** Saved Information may not always be available to User. ODS is not liable for unauthorized access to or loss of Saved Information. User 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.** User consents to ODS and Local MLS accessing, processing, transferring, and using User's personal information to provide the ODS Service. ODS reserves the right to collect and analyze information about how User 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 User, including User's name and business address, phone number and email address. ODS reserves the right to distribute to third parties aggregated information about User's, Firm's and Other Participants' and Subscribers' and Users' use of the ODS Service, but not about Firm's or User's use specifically.

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

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

USER'S OBLIGATIONS

11. **Use limited.** User shall use the ODS Service solely for the purpose of supporting Firm or Subscriber, as applicable, and only as permitted by all applicable laws and regulations, the ODS Policies and/or Local MLS Policies. Except as expressly provided in this Agreement and the ODS Policies and/or Local MLS Policies, User shall not copy, create derivative works of, distribute, perform, or display the ODS Service or any part of it.

12. **Confidentiality.** User shall maintain the confidentiality of its user ID and password and the ODS Database. To maintain the confidentiality of all user IDs, passwords, the ODS Database, and the ODS System, User shall take the greater of reasonable care or the care it takes to protect its own confidential information. User shall not make any user IDs, passwords, the ODS Database, or the ODS System available to any third party, including without limitation affiliates, franchisors, subsidiaries, or Other Participants and Subscribers and Users, unless expressly authorized to do so under this Agreement or the ODS 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. User 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, User first gives reasonable notice to ODS to permit ODS to seek a protective order.

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

14. **User Contribution.** When making a User Contribution to the ODS Service, User 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. User warrants that the User 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 User Contribution.

INTELLECTUAL PROPERTY

15. **User license.** User hereby grants to ODS a non-exclusive, perpetual, world-wide, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the User Contribution.

16. **Warranty.** User warrants that it has the authority to grant the license in Paragraph 15. User warrants that (a) the User Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) User has the written consent of any party necessary to provide the User Contribution to Firm and ODS.

17. **Other terms.** Pursuant to the ODS Policies, the UCC shall be a work made for hire by User for the benefit of ODS, which shall be deemed the UCC's author for purposes of copyright law. If for any reason the UCC 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 UCC, including, without any limitation, any copyrights therein under United States and international copyright law. ODS hereby grants User a license to use the ODS Software and the ODS Database during the term of this Agreement, subject to the permission of Firm and according to the terms of the ODS Policies. All other uses are prohibited.

FEES AND PAYMENT TERMS

18. **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 for User to access 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.

19. **Payment terms.** User 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 User for failure to make payments to Local MLS.

20. **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.

21. **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, User and Local MLS shall pay all such taxes and levies other than any tax or levy on the net income of ODS.

22. **Fines.** ODS may collect fines from User and from Firm on User's behalf for violation of the ODS Policies. 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

23. **Term.** This Agreement shall commence on the date set forth in the signature block and shall continue thereafter on a month-to-month basis until terminated.

24. **Termination for breach.** ODS may terminate this Agreement with notice if User fails to comply with the terms of this Agreement or of the ODS Policies and/or Local MLS Policies.

25. **Termination of Participant or Subscriber (if applicable).** In the event of any termination of Participant Agreement, all affiliated User license and access agreements, including this Agreement, shall automatically terminate. In the event of any suspension of Participant Agreement, upon ODS notice to User, ODS may in its sole discretion suspend User access to ODS System. If ODS does not exercise its right to suspend User access to the ODS System, this Agreement shall continue in full force. To the extent a User has access to ODS System for purposes of supporting a specific Subscriber, and such Subscriber's access is terminated or suspended, User's access to ODS System for purposes of supporting said Subscriber shall also automatically terminate or suspend, as applicable.

26. **Termination for failure to pay.** In the event User 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 User fails to pay any fees required under this Agreement.

27. **Termination for convenience.** Either party may terminate this Agreement upon thirty (30) days' written notice to the other party and Local MLS.

28. **Events upon termination.** Promptly upon any termination of this Agreement, (a) ODS or Local MLS shall deactivate User's user ID and password, and User shall have no further access to the ODS Service; (b) User shall purge all copies of the ODS Software and the ODS Database from User's personal computers; (c) all licenses granted hereunder shall immediately terminate, except the license to the User Contribution in Paragraph 15 and (d) User will not be permitted to be affiliated with Firm or any other participant of ODS unless a new User agreement between User and ODS is executed.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION

29. **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 USER. 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 the content, does not endorse the sites or contents, and may have no relationship with the third party content providers, including any web sites' operators.

30. LIMITATIONS AND EXCLUSIONS OF LIABILITY. NONE OF THE ODS AFFILIATES SHALL BE LIABLE TO USER 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 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.

31. MAXIMUM AGGREGATE LIABILITY. IN NO EVENT SHALL ODS BE LIABLE TO USER FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM, PARTICIPANT, OR USER 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.

32. Indemnification. User 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 User, including (a) putting inaccurate information into the ODS Service; (b) making unauthorized use of 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.

33. Acknowledgment. User 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

34. Injunctive relief. User 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 User, no remedy at law will be adequate. User 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 User in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

35. Dispute resolution. In the event ODS claims that User 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 ODS does not also base a claim that User has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 26, 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. User 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.

36. Liquidated damages. User acknowledges that damages suffered by ODS from access to the ODS Service by an unauthorized third party as a result of disclosure of User's password or an unauthorized disclosure by User 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 User, User agrees that (a) in the event that any disclosure of User's password results in access to the ODS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, User 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 User makes unauthorized disclosure of any portion of the ODS Database to any third party, User 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.

37. Legal fees. In the event of legal action or arbitration between ODS and 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.

MISCELLANEOUS

38. No third party beneficiaries. This Agreement is entered into solely between, and may be enforced only by, ODS and User, 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.

39. Interpretation and amendment. User 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 User. If User continues to use the ODS Service or ODS Database after the expiration of the 30-day notice period, User 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.

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

41. 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 Paragraph 29 through

33 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and User's access to the ODS Service shall immediately terminate.

42. **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.

43. **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.

User Name

User Signature

User Type: Clerical User, Personal Assistant, or Registered Appraiser Assistant

Name of Firm

Name of Participant

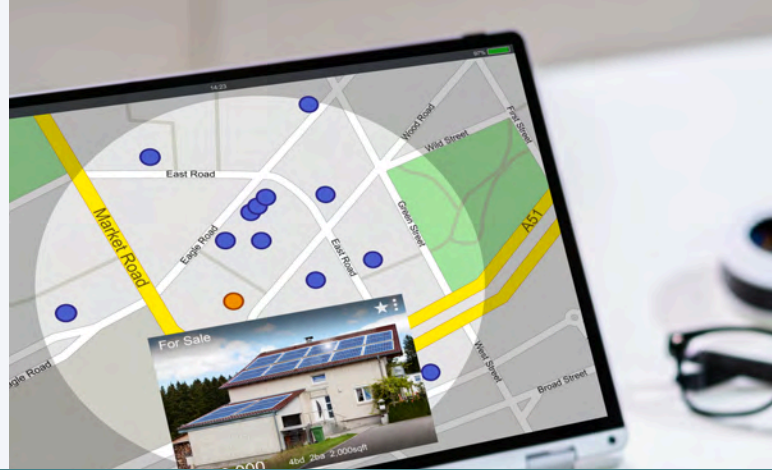
Name of Subscriber (if Personal Assistant or Registered Appraiser Assistant)

Date



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.