

**NEW MEMBER LISTING INPUT SETUP INFORMATION
AND TRAINING VERIFICATION**



This form shall be completed by the Managing Principal Broker ("Participant") or their designated Principal Broker to assign listing input privileges in the Oregon Data Share LLC. (ODS) system for new members of ODS. **There is a different form to assign listing input privileges for current members transferring offices who have previously had listing input privileges.**

There are four types of members you can authorize; (i) Managing Principal Broker/yourself (Participant), (ii) a broker (Subscriber) licensed with the firm, (iii) a (Clerical User) which is employed by the Participant/firm to work as office personnel for the firm, or (iv) a (Personal Assistant) who is employed by the Participant or Subscriber working on behalf of only one licensee or team. In the event a Clerical User or Personal Assistant obtains a real estate license, that is not being hung in a referral company, they will be billed as a REALTOR® member and Subscriber.

If the Participant is completing this form for their own Participation privileges in the system, you should check FULL OFFICE ACCESS or FULL COMPANY ACCESS below whichever applies.

LISTING INPUT LEVEL OF ACCESS SETUP & CHANGES

This section is to be used for Principal Brokers/Participants, Brokers/Subscribers and Clerical Users ONLY.

BROKER/SUBSCRIBER NAME: _____

CLERICAL USER NAME: _____

MANAGING PB & FIRM NAME: _____

- ☐ **FULL MEMBER ACCESS-** Ability to add and change listings for self.
- ☐ **FULL OFFICE ACCESS-** Ability to add and change listings for anyone in this office.
- ☐ **FULL COMPANY ACCESS-** Ability to add and change listings for anyone in this office and any branch offices associated with this office in FLEXMLS.
- ☐ **PARTIAL ACCESS-** Ability to change only the items selected below for the Broker/Subscriber

Select the partial rights for this access level:

- ☐ Add Listing
- ☐ Change Listing
- ☐ Price Change
- ☐ Photos, Documents, Videos, Virtual Tours
- ☐ Status Changes
- ☐ Open House and Tours
- ☐ Map Location
- ☐ Remarks
- ☐ Supra

Automatically approve Subscriber's new listings? NOTE: If you select NO below, Participant must manually approve the Subscriber's listings before it goes live.

- ☐ Yes
- ☐ No

PERSONAL ASSISTANT ACCESS SETUP & CHANGES

This section is to be used for Personal Assistants ONLY.

PERSONAL ASSISTANT NAME: _____

PERSONAL ASSISTANT EMAIL ADDRESS: _____

EMPLOYING LICENSEE NAME OR TEAM: _____

MANAGING PB & FIRM NAME: _____

By signing below, Managing Principal Broker "Participant" is authorizing ODS to grant access to the ODS database and system and to "Work As" the individual or team members listed below. I understand that this will grant the Personal Assistant listed above all access rights I have previously authorized the individual or team members.

ADD PERSONAL ASSISTANT TO OUR FIRM

Has this individual previously had access to this MLS?

- ☐ Yes, If yes, which office: _____ Prev. User ID in FLEXMLS: _____
- ☐ No
- ☐ Allow this Personal Assistant to "Work As" the following individual or team members as listed below:

Individual Or Team Member	FLEXMLS ID

LISTING INPUT CERTIFICATION AND RULES ACKNOWLEDGEMENT:

Prior to being given the listing input access rights above, the Participant, Subscriber, Clerical User, or Personal Assistant listed above must complete the course:

- Listing Input Training Course (Self-Paced)

By signing below, I certify that I will complete this requirement and understand I will not be granted input privileges until this requirement is completed. I further agree to familiarize myself with the ODS Rules and Regulations pertaining to listing input. I understand that failure to comply with the listing and reporting procedures may result in fines and/or revocation of listing input privileges.

Broker/Subscriber Signature: _____ Date: _____

Clerical User Signature: _____ Date: _____

Personal Assistant Signature: _____ Date: _____

Managing Principal Broker/Participant Signature: _____ Date: _____

LISTING INPUT AGREEMENT - FOR PARTICIPANTS



This Agreement is by and between the Oregon Data Share, LLC (“ODS”) and the Managing Principal Broker _____ (“Participant”) who is, on behalf of him/herself and Firm, receiving listing input privileges for their participation in the ODS system.

DEFINITIONS.

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 real estate brokerage with which Participants are affiliated and which has executed a Participant Agreement with ODS.

Participant: The natural person, identified as “Participant” above and 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.

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.

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

User: A User is a Personal Assistant or a Clerical User.

*In the event a Personal Assistant or Clerical User obtains a real estate license, and such license is not being hung with a referral company, they will be billed as a REALTOR® member and Subscriber.

RECITALS. Participant is granted the privileges to utilize direct control over input and management of Firm’s listings (“Listing Input”) after completion of the certification process. A Participant utilizing these privileges accepts the terms and conditions set forth in this Agreement.

SUBSCRIBERS & USERS. ODS acknowledges that while this Agreement is made between ODS and Participant, Participant may have Subscribers affiliated with their Firm, and Users affiliated with their Subscribers and/or Firm who will be assisting with data entry. In no event shall a User engage in any activity, or access the ODS in any manner, that requires a real estate license, and Participant and Subscriber shall ensure the same, as applicable. Participant agrees to notify ODS of all Listing Input privileges that should be assigned to each Subscriber, Clerical User, and/or Personal Assistant, to ensure that the Subscriber and User completes the certification process including executing a signed applicable Listing Input Agreement, and to remit all documentation to ODS. Personal Assistants shall be set up in the ODS system to “Super Use” as the Subscriber or real estate team they are affiliated with and will receive the same listing input privileges of the individual they are super using for. Participant agrees and accepts all responsibility for the Subscriber’s and User’s compliance with the conditions and terms set forth in this Agreement. Participant also agrees to inform ODS, as soon as reasonably possible, if any Subscriber or User is no longer affiliated with Firm or with Subscriber, as applicable. Participant acknowledges that Subscribers and Users will each have their own log in credentials and at no time shall the Participant, Subscribers, or Users share their log in credentials with each other or to any other individual.

DATA ACCURACY AND COMPLIANCE. Participant acknowledges that all listings entered into the ODS system are subject to the ODS Rules and Regulations and agrees to comply with the ODS Rules and Regulations, as from time to time amended, with or without notice. Additionally, Participant accepts full responsibility for compliance with the ODS Rules and Regulations relating to listing entry and for accuracy of data entered into the ODS system by Subscribers and Users affiliated with Firm or Subscriber, as applicable. ODS affirms that Participant will be informed, in a timely manner, of any data inaccuracies or rule violations that could result in a restriction or loss of privileges as outlined in the ODS Rules and Regulations.

CERTIFICATION. All individuals desiring listing input privileges in the ODS system must complete all required educational courses, complete a Listing Input Verification and Set Up Form, execute a Participant, Subscriber, or User Agreement (as applicable for their particular member type), execute a Listing Input Agreement (for their particular member type), and remit all items to ODS for certification and approval.

47 **NATURE OF AGREEMENT.** This Agreement shall continue until (1) inactivation, termination, or change of MLS
48 participation or (2) termination as set forth below. The provisions of this Agreement are cumulative with those set out in
49 your Participant Agreement and other agreements with ODS to the extent that they are not inconsistent with each other;
50 in the event the terms are inconsistent, the terms of the Participant Agreement and other agreements, and not this
51 Agreement, shall prevail.

52 **TERMINATION.** This Agreement can be terminated without notice if this Agreement or the Participant Agreement is
53 breached by Participant.

54 **PARTICIPANT VERIFICATION.**

55 I acknowledge that I have read and understand this Agreement in its entirety and am aware of my obligations under this
56 Agreement. Further, I understand that it is ultimately my responsibility to ensure that the data being entered by myself,
57 Subscribers, or Users affiliated with my Firm, is accurate and complete in every detail ascertainable.

58 Firm Name: _____

59 Participant Name: _____

60 Participant Signature: _____ Date: _____

61 **ODS ACKNOWLEDGEMENT OF RECEIPT:** Staff Signature: _____ Date: _____