

**BRANCH OFFICE FORM**

Revised 08 06 2008

**Use this form to add a branch office to the Service. If you have any questions, please call MLS PIN Membership at (800) 695-3000 option 3. (Please allow 24-48 hours for processing)**

1. Fax or mail the complete application, **signed** by Participant on Page 3
2. If firm is a corporation or LLC, please also submit copy of Real Estate Corporate Broker's License

**Main Office Name:** \_\_\_\_\_

Main Office ID #: \_\_\_\_\_

**Branch Office Name:** \_\_\_\_\_

Branch Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Telephone #: \_\_\_\_\_ Office Fax #: \_\_\_\_\_

Nature of Branch Office Firm (Check applicable one):

- Individual   
  Sole proprietorship   
  General partnership   
  Limited partnership   
  Limited liability partnership  
 Corporation                     
 Real Estate Corporate Broker's License Number: \_\_\_\_\_  
 Limited liability company     
 State: \_\_\_\_\_                     
 Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Other (describe): \_\_\_\_\_

Branch Office is actively engaged or in good faith holds itself out to be engaged in the real estate profession, in one or more of the following real estate activities, for others for compensation (check as many as are applicable):

- Buying                     
  Exchanging                     
  Counseling                     
  Appraising for Others for Compensation  
 Selling                     
  Renting of Leasing                     
  Building, Developing or Subdividing

**Email Address:** \_\_\_\_\_

(MLS PIN will assign a new Office ID number for this new Branch Office. Please provide an email address, so we may notify you of your new Office ID number.)

Before processing your request, MLS PIN will require one or more Subscribers to be listed at the new Branch Office. Please list all current Subscribers that should be transferred to the new Branch Office:

Name: \_\_\_\_\_ MLS ID #: \_\_\_\_\_

Name: \_\_\_\_\_ MLS ID #: \_\_\_\_\_

Name: \_\_\_\_\_ MLS ID #: \_\_\_\_\_

Please select the applicable choices

- Transfer all Subscriber ID numbers assigned to my current Office over to the new Office ID number.  
 Transfer all Active listings from the current Office ID number to the new Office ID number.\*  
 Transfer all Under Agreement listings from the current Office ID number to the new Office ID number.\*

\*Please note, any "off market listings" other than UAG or WDN listings, under your previous Office ID number will not be transferred to your new Office ID number.

## AGREEMENT:

**PARTICIPANT'S AGREEMENT TO BE BOUND:** -- Participant agrees that Participant and all members of Participant's firm who utilize the multiple listing service (the "Service") of MLS Property Information Network, Inc. (the "Company") in any manner will comply with the Rules and Regulations and the policies of the Company and the Service as established or as amended from time to time, copies of which have been made available to Participant. Participant agrees, on behalf of Participant's firm, that the firm shall assure payment of or pay all fees, costs and service charges incurred in the use of the Company's Service by Participant, by any of Participant's offices or by any agent or member of Participant's firm or any of Participant's offices. Should Participant's office disassociate from the Service for any reason, Participant agrees, on behalf of Participant's firm, that the firm shall pay all charges incurred by Participant and Participant's office during the participation by Participant's office in the Service and that all unpaid charges shall be due and payable in full by Participant or Participant's firm immediately upon the disassociation of Participant's office. Participant represents and warrants that Participant has the authority to bind Participant's firm and the agents and members of Participant's firm under this Agreement.

**DEPOSIT:** -- Participant understands and agrees that, if Participant is not a member in good standing of a Board of REALTORS®, the Company may incur additional costs in arranging for the arbitration of disputes involving Participant and other users of the Service. Participant therefore agrees that, in order to cover such costs, the Company may require Participant to deposit with the Company, as a condition precedent to its becoming a Participant in the Service, an amount equal to \$500. Participant agrees that, if such a deposit is required, the Company may use such portion of the deposit as may be required from time to time to pay the costs incurred by the Company in connection with the arbitration of any dispute involving Participant under the Company's Rules and Regulations as in effect from time to time. Participant agrees that it will promptly replenish the amount of any deposit used by the Company from time to time so that the amount of the deposit held by the Company will remain at the level first required to be deposited hereunder. If Participant ceases for any reason to be a Participant, the Company shall return to Participant the balance of any such deposit that is then in the possession of the Company and that is not required to be applied to the payment of costs for which the deposit was made hereunder.

**MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** -- The information published or otherwise disseminated by the Company through the Service or through any Service compilation or publication is published or disseminated by the Company verbatim, without change by the Company, as that information is provided by Participant, by any agent or member of Participant's office or firm or by other participants in the Service (collectively, "Other Participants"). The Company and the Service do not, and have no obligation to, verify any of the information provided by Participant, by any agent or member of Participant's office or firm or by any Other Participant (the "Information"). The Company and the Service disclaim any responsibility for the accuracy or completeness of the Information. Participant agrees, on behalf of Participant's firm, that the firm shall indemnify and hold the Company and the Service, and all of their Directors, officers, employees and agents, harmless from and against any liability, damages, losses, costs or expenses arising from the inaccuracy or inadequacy of any of the Information provided by Participant or by any agent or member of Participant's office or firm.

**CONFIDENTIALITY OF SERVICE INFORMATION:** -- The Information provided for use by the Service shall be proprietary to the Company and the Service and for the sole and exclusive use of the Company and the Service in the publication and other dissemination of the Information to users of the Service and in such other uses as may be determined by the Company or the Service from time to time. Use by Participant, by the firm or any office of Participant or by any agent or member of Participant's firm, of information developed, published or disseminated by the Company or the Service is strictly limited as provided in the Company's Rules and Regulations, and in its policies, as in effect from time to time; and Participant agrees, on Participant's own behalf and on behalf of Participant's firm and agents and members of Participant's office or firm, that none of them shall make unauthorized use of any of such information or cause or permit others to make such unauthorized use. Such information may not be published, transmitted, retransmitted or otherwise caused or permitted to be provided in any manner to any unauthorized individual, entity, office or firm.

**OWNERSHIP OF SERVICE COMPILATIONS, MLS PUBLICATIONS AND COPYRIGHTS:** -- By submitting or filing any property listing data or other Information to or with the Company or the Service (whether by Participant, by any agent or member of Participant's office or firm or by others), Participant represents and warrants, on Participant's own behalf and on behalf of Participant's firm, that the submitting or filing party, without the necessity of any further consent or approval, has been authorized to grant, and thereby irrevocably does grant, authority to the Company to include all or any portion of the property listing data and other Information in its copyrighted publications and Service compilations in any form, format or medium. Participant agrees, on behalf of Participant's firm, that the firm shall indemnify and hold the Company and the Service, and all of their Directors, officers, employees and agents, harmless from and against any liability, damages, losses, costs or expenses arising from any inaccuracy in the foregoing representation and warranty.

**INTERNET AND ADVERTISING AUTHORIZATION:** -- Participant hereby agrees, on Participant's own behalf and on behalf of Participant's firm and agents and members of Participant's firm, that the Company and the Service may distribute through RealSelect, Inc.® any and all property listing data and other Information submitted to or filed with the Company or the Service. Except only for the specific limitations set forth in the last sentence of this paragraph, the Company and the Service reserve the right to advertise, reproduce, display, publish or otherwise distribute or disseminate property listing data and other Information through promotional media of every sort and kind; and, by submitting or filing property listing data or other Information for inclusion in the Service, the submitting or filing party shall be deemed to have consented (and Participant hereby does consent on behalf of the submitting or filing party) to such advertising, reproduction, display, publication and other distribution or dissemination. Notwithstanding the foregoing, the listing broker for a particular listed property may restrict that listing from being advertised, reproduced, displayed, published or otherwise distributed or disseminated by the Company and the Service by submitting to the Service, simultaneously with the submission or filing of the listing data, a written notice, signed by both the listing broker and the seller(s), stating specifically that that listing shall not be advertised, reproduced, displayed, published or otherwise distributed or disseminated.

**PAYMENT OF FEES TO COOPERATING BROKERS:** -- Participant hereby agrees, on Participant's own behalf and on behalf of Participant's firm, to pay, or cause to be paid, in a complete and timely manner, as provided in the Company's Rules and Regulations, any and all compensation offered to cooperating brokers in connection with a listing made with the Service by Participant or by any agent or member of Participant's firm or any of Participant's offices). If full payment to a cooperating broker is not made in a timely manner, the Company may impose sanctions on Participant and/or on the listing agent or member of Participant's firm or any of Participant's offices. The sanctions may include suspension of access to the Service.

**USE OF LOGOS AND OTHER MARKS:** - Participant hereby agrees, on Participant's own behalf and on behalf of Participant's firm and agents and members of Participant's firm, that the Company's Marks (as hereinafter defined) are reserved by the Company exclusively for its own use to identify and promote the products and services of the Company. No Participant, nor any agent or member of Participant's firm, may display, publish or in any way use any of the Marks for the identification or promotion of any product or service of Participant, of Participant's firm, of any agent or member of Participant's firm, of any other Participant or of any other individual or entity, other than the Company itself. For purposes of this paragraph, the term "Marks" shall mean any of the marks and logos owned by the Company that use, include or incorporate in any way any one or more of the terms "MLS PIN", "H3MLS" or "H3" or the block "MLS Property Information Network" mark, or any variant of the same, that appears in the Company's Rules and Regulations, on the Company's letterhead or on the Company's website.

**RECONFIRMATION OF STATUS:** -- By submitting or filing any property listing data or other Information to or with the Company or the Service (whether by Participant, by any agent or member of Participant's office or firm or by others), Participant thereby represents and warrants, on Participant's own behalf and on behalf of Participant's firm, that Participant and any individual agent or member of Participant's firm, other than Participant, who will be the listing broker for the listed property (i) holds a current, valid Massachusetts real estate broker's license, (ii) is actively engaged, or in good faith holds itself out to be engaged, for others and for compensation, in the real estate profession and (iii) otherwise satisfies all of the requirements for participation in the Service that are contained in the Company's Rules and Regulations as then in effect.

**Participant has read and understands the foregoing terms and conditions and agrees that Participant, Participant's firm and the agents and members of Participant's office or firm shall comply with them.**

---

**NAME OF PRINCIPAL (PLEASE PRINT)**

---

**SIGNATURE OF PRINCIPAL**

---

**DATE**