



**PARTICIPANT AGREEMENT/APPLICATION**

Revised 3/6/2020

**Please mail, fax, or email the following information: (Please allow 24-48 hours for processing)**

1. Completed Participant Agreement/Application, **signed** by Participant on Page 2
2. Copy of **all** Real Estate Broker’s Licenses, or Appraiser’s Licenses
3. If firm is a partnership, corporation, or LLC, please also submit copy of entity’s Broker’s License
4. Letter in good standing, if applicable.

**Individual Information:**

**Name of Individual Participant:** \_\_\_\_\_  
*(Principal Broker)*

**Home Address:** \_\_\_\_\_

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

**Telephone #:** \_\_\_\_\_ *(Your telephone number will appear on your listings and in the MLS PIN system—if you do not want this number to appear in the system, please leave this line blank.)*

**\*Email Address:** \_\_\_\_\_ **\*REQUIRED FIELD** *(When your application has*

**Real Estate License #1:** License Type:  Broker  Appraiser State of Licensure (circle): MA / CT / ME / NH / RI / VT / NY  
*(Held by Individual Participant)* License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Real Estate License #2:** License Type:  Broker  Appraiser State of Licensure (circle): MA / CT / ME / NH / RI / VT / NY  
*(Held by Individual Participant)* License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**If Participant is a REALTOR® (that is, a member of the National Association of REALTORS®), please state the name of the REALTOR® Association in which Participant holds membership:**

\_\_\_\_\_  
*(Attach letter of good standing from REALTOR® Association, stating that you are the Designated REALTOR® of the firm named on this application)*

**Firm Information: (This section must be completed for processing.)**

**Name of Participant’s Firm:** \_\_\_\_\_  
*(Use Exact Legal Name of Firm; include “Inc.,” “Corp.,” “LLC,” as applicable)*

**DBA, if applicable:** \_\_\_\_\_

**Address of Participant’s Firm:** \_\_\_\_\_

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

**Telephone #:** \_\_\_\_\_

**Mailing Address (if different):** \_\_\_\_\_

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

**Fax #:** \_\_\_\_\_

Nature of Participant's Firm (Check applicable option from either box **A** or box **B** below):

<b>A</b>		
<input type="checkbox"/> Individual		<input type="checkbox"/> Sole proprietorship

<b>B</b>		
<input type="checkbox"/> Limited partnership	<input type="checkbox"/> General partnership	<input type="checkbox"/> Limited liability partnership
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited liability company	<input type="checkbox"/> Other (describe): _____
Real Estate Corporate Broker's License Number: _____		
State: _____	Expiration Date: ____/____/____	

Participant Firm is actively engaged or in good faith holds itself out to be actively 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):

- |                                  |   |   |   |
|----------------------------------|---|---|---|
| <input type="checkbox"/> Buying  | <input type="checkbox"/> Exchanging         | <input type="checkbox"/> Counseling                           | <input type="checkbox"/> Appraising for Others for Compensation |
| <input type="checkbox"/> Selling | <input type="checkbox"/> Renting or Leasing | <input type="checkbox"/> Building, Developing, or Subdividing |   |

Participant represents and warrants that all the foregoing information is accurate and complete. Further, Participant has read and understands the terms and conditions on the following pages 3 and 4 of this Agreement/Application and agrees that Participant, Participant's firm and the agents and members of Participant's office or firm shall comply with them.

MLS PIN encourages Subscribers to pay by automatic withdrawal from a credit card or checking account. Allowing MLS PIN to automatically withdraw quarterly fees directly from an account is an easy and secure way to make sure your payment is received by the invoice due date and there is no interruption to your service. However, if you prefer another payment option, you could choose to pay either quarterly or yearly by check. Payment for one year for a REALTOR® Subscriber is \$348.00 and for a non-REALTOR® Subscriber is \$504.00.

REALTOR® Office: \$29.00 per month/billed quarterly in advance	Note: Prorated billing will start
Non-REALTOR® Office: \$42.00 per month/billed quarterly in advance	immediately upon approval of application

If you are not paying by check and have elected to pay by automatic withdrawal you are hereby authorizing our payment gateway to effect debit entries to either a credit card account or checking account. You understand that (1) the payment gateway will debit your account in order to pay the fees and other charges due from time to time to the Company for use of its multiple listing service and (2) the payment gateway will debit the account to pay the quarterly user fee(s) not more than thirty (30) days before the beginning of the calendar period to which the fee payment relates.

A link to our online payment gateway will be emailed to you upon verification of your eligibility to the Service. Using this link, you will be able to set up automatic withdrawal from a credit card, electronic check, or make a one-time payment for your prorated quarterly invoice. Your service will only be activated once your prorated billing has been processed and paid in full.

There will be a \$20.00 reinstatement fee for any participant that voluntarily terminates participation in the Service and rejoins as a participant within 45 days.

There will be an escalating reinstatement fee for any suspended service starting with \$50.00 for the first suspension. \*Please review our rules and regulations for each subsequent suspension.

Participant represents and warrants that all the foregoing information is accurate and complete. Further, Participant has read and understands the terms and conditions on the following pages 3 and 4 of this Agreement/Application and agrees that Participant, Participant's firm and the agents and members of Participant's office or firm shall comply with them.

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<i>Name of Participant (Please Print)</i>	<i>Signature of Participant</i>	<i>Date</i>
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## 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 and are available at all times to Participant on the company's website ([www.mlspin.com](http://www.mlspin.com)). 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 any office of Participant's firm disassociate from the Service for any reason, Participant agrees, on behalf of Participant's firm, that the firm shall pay all fees, costs, fines, and other charges incurred by Participant and Participant's office during the participation by Participant's office in the Service and that all unpaid fees, costs, fines, and other 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.

**DISPUTE RESOLUTION:** -- Participant hereby agrees, on Participant's own behalf and on behalf of Participant's firm, that, if any agent or member of Participant's firm or of any of Participant's offices is in a dispute with another Participant or with an agent or member of another Participant's firm, Participant must, or must cause Participant's agent or member involved in the dispute to, (a) submit to the dispute resolution provisions of the Company's Rules and Regulations, (b) promptly comply with the terms and conditions of the decision or judgment of any court or other tribunal by which a dispute has been heard pursuant to those Rules and Regulations or, if applicable, with the terms and conditions of any settlement agreement entered into by the disputing parties.

**MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** -- The information, data, and images published or otherwise disseminated by the Company through the Service or through any Service compilation or publication are published or disseminated by the Company, without change by the Company, as that information, and those data and images, are provided by Participant, by any agent or member of Participant's office or firm and by other participants in the Service (collectively, "Other Participants"). The Company and the Service do not, and have no obligation to, verify the accuracy or completeness of any of the information, data, or images 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. The information, data and images constituting the "Information" defined herein shall include, without limitation, all photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to a listed property.

**LICENSING AND LICENSING AUTHORITY:** -- 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, on Participant's own behalf and on behalf of Participant's firm, (a) grants to the Company the perpetual, non-exclusive licenses necessary for storage, reproduction, compiling and distribution of listings and listing Information to the extent necessary to fulfill the Company's purposes as a multiple listing service and (b) represents and warrants that, without the necessity of any further consent or approval, Participant, as the listing broker for a listed property, (i) owns or has the authority to license all of the Information concerning that property to be published in the Company's copyrighted publications and Service compilations in any form, format or medium and (ii) has the rights in and to the submitted or filed Information necessary to grant those rights to the Company.

**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, except as provided in the last sentence of this paragraph, the Company and the Service may (a) distribute through RealSelect, Inc.® any and all property listing data and other Information submitted to or filed with the Company or the Service and (b) 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 distribution through RealSelect, Inc.® and 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 distributed through RealSelect, Inc.® and/or 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 distributed through RealSelect, Inc.® and/or 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", "H3", "Pinergy" or the block "MLS Property Information Network" mark, or any variant of any of the foregoing, that appear from time to time in the Company's Rules and Regulations, on the Company's letterhead, on any Company promotional materials 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.