

PHOENIX ASSOCIATION OF REALTORS® New Designated REALTOR® Pak

Thank you for choosing the Phoenix Association of REALTORS® (PAR) as your real estate association. We appreciate the opportunity to serve you.

We at PAR know that your time and how you spend it is very important to you. The same is true for the staff here at PAR. With that in mind, we believe this packet of information will prove valuable to your time constraints as well as your questions and concerns and make the joining process as simple as possible. Please be certain to read through this Pak in its entirety. Also; to ensure your registration is done in a timely manner, please be sure to view our Office Location and Hours as well as our Current Holiday Schedule, which is included in the same section as this Pak.

This may seem like a lot of information now, but it is the best, most complete and accurate information Pak you will find in today's associations. We pride ourselves in providing members and prospective members all the tools necessary to conduct their business efficiently.

Once again, thank you for choosing PAR as your real estate association, and we look forward to serving you!

Included in this Pak:

- ✓ **Designated REALTOR® To Do List**
- ✓ **An Explanation of the DR Dues Formula**
- ✓ **PAR's Designated REALTOR® Application**
- ✓ **60 Day Requirement**
- ✓ **Company File Form**
- ✓ **ARMLS MLS Agreement**
- ✓ **PAR's MLS Pledge**
- ✓ **PAR's Company Invoicing Form**
- ✓ **PAR's Store Charge Authorization Form**

This Pak includes 16 pages total

PAR's Designated REALTOR® TO DO LIST

- ✓ Complete necessary paperwork with the Arizona Department of Real Estate or the Arizona Appraisal Board to legally conduct business in the state of Arizona.
- ✓ Choose the right real estate association to join.
- ✓ Print out the Designated REALTOR® Pak.
- Read through the Designated REALTOR® Pak and complete all forms. Do not leave any form incomplete.
- Visit the PAR office – (see PAR's Office Hours and Location) – Be certain to bring the Designated REALTOR® Pak as well as a picture ID. All new members are processed between 8:30 a.m. – 4:00 p.m. Appointments are not necessary. PAR is not closed during lunch hours. New members will not be processed after 4:00 p.m. It takes at least one hour to sign in and process all your paperwork and verify license number. No exceptions will be made. Any new member who would like to complete the membership process all in one visit and receive an electronic key card the same day, **MUST ARRIVE NO LATER THAN 3:00 PM**. Please allow yourself 1 ½ - 2 hour total processing time to be safe.
- Sign in at the Reception desk and submit Designated REALTOR® Forms. The Reception desk will perform some research (i.e. verify license and license number as well as set up of mls access) and put your application (in order received) in the membership process rotation.
- The PAR staff on duty will call your name at the next opening. You will go in with the membership staff and finish payment processing. There may be anywhere between 1 – 10 new members in rotation together at any given time.
- Once copies are made and received, the PAR staff on duty will conduct orientation which will take approximately 20 minutes, depending on the number of new members and questions.
- After orientation is complete, you will be directed to the SUPRA office that is on premises to receive your Electronic Key Card and/or Lockboxes.
- Pat yourself on the back – you're done!!!

An Explanation of the Designated REALTOR® Dues Formula

The NATIONAL ASSOCIATION OF REALTORS® (NAR) model bylaws established a membership formula which all local associations are required to adopt. Dues are assessed to each principal (Designated REALTOR®) in a real estate firm on the basis of the number of real estate licensees employed by or affiliated as independent contractors with the firm, partnership or corporation. Credit is given to the Designated REALTOR® for each individual associated with the firm who voluntarily seeks and receives REALTOR® membership.

Many years ago when NAR first established its dues structure, it considered three options for assessing dues to brokers who applied for Designated REALTOR® membership:

1. On the basis of how many salespeople work in a Designated REALTORS® office;
2. On the basis of how many properties were sold by the Designated REALTOR'S® office each year; or
3. On the basis of the dollar value of the properties sold annually by the Designated REALTOR'S® office.

N.A.R. selected the first option. As an example, if a Designated REALTOR® has 8 licensees working in his office, his dues are for himself and an assessment for each of those 8 licensees. If 5 of those real estate licensees voluntarily join a local association and pay dues, the Designated REALTORS® personal dues would be less those 5 individuals that joined; in other words the Designated REALTOR® would be calculated for himself plus the remaining 3 non-member real estate or appraiser licensees.

All Designated REALTORS® and licensees associated with them should be aware that any dues assessment paid by a Designated REALTOR® does not constitute any form of "registration" or "dues" payment for any licensee that has not made an application to be a REALTOR® member of the organization. Rather, the Designated REALTOR'S® personal dues are computed on the basis of the number of non-member licensees associated with him or her.

Any individual that has not personally made application to be a REALTOR® member of the REALTOR® organization is not entitled to any of the benefits or obligations of REALTOR® membership; therefore any licensee affiliated with a Designated REALTOR® where the Designated REALTOR'S® personal dues have been increased due to this formula are not entitled to any member benefits.

Any further questions regarding the Designated REALTOR® Dues formula can be directed to the
Phoenix Association of REALTORS® at 602-246-1012

Proper Procedure to Calculate the Designated REALTOR® Dues Formula

When the Phoenix Association of REALTORS® calculates the DR Dues Formula, PAR goes to great lengths to have the most accurate and up to date information as possible.

Because the NAR DR Dues Formula only requires the licensees to join a local association, not necessarily the Phoenix Association of REALTORS®, we do not use our in-house database to calculate the DR Dues Formula. Instead, we use the Arizona Department of Real Estate roster and compare it to the National Association of REALTORS® Database.

The following are reasons for this procedure:

1. The Arizona Department of Real Estate roster will show every licensee within an office.
2. PAR has found the information to be incorrect at times with the Arizona Department of Real Estate and by our research, we are bringing this information to your attention, and helping in correcting any errors that have been made to ensure people are properly licensed with the Arizona Department of Real Estate. This step lessens your liability as a Designated Broker.
3. The National Association of REALTORS® Database is used by all local associations, and any licensees who are members of all local associations should be listed.
4. On occasion, the information listed with the National Association of REALTORS® is also incorrect, and by our research, we will address another issue, that is if an agents' record is properly uploading to the National Association of REALTORS® Database, which could be essential to the licensee and the benefits in which he/she may be eligible for.
5. After the comparison of both databases is made, PAR will send you a copy of the research we used to calculate the DR Dues Formula, giving you all the tools necessary to see the complete picture.
6. PAR allows an adequate amount of time to comply with the DR Dues Formula and include all the necessary forms to help with you with this requirement.

You, as a Broker or Office Manager, should never accept any thing less than the procedures we have listed above. Remember, every association is required by NAR to calculate the DR Dues Formula, but that doesn't mean that all Associations handle it the same way.

The Phoenix Association of REALTORS® believes you should be armed with all the information from the get go, and that you should not be required to ask for it. Another belief is that the databases in place are those to be used and periodically corrected, instead of ignored and used as a last resort.

At any time, you too can do the research for your office to ensure that you are in compliance with the DR Dues Formula. The websites to visit are located below, and if at any time you have questions, please feel free to give us a call.

Arizona Department of Real Estate

<http://www.re.state.az.us/>

Click on "Directory of Licensees"

Click on "Search the database or download files"

Click on "Licensed Entities"

Enter Business Name

Click on the Company's Name

Then click on "Employees" located at the far right

National REALTOR® Database

<http://www.realtor.org>

Click on "REALTOR® Directories"

Click on "Find An Office"

Enter the Office information

then click on "Show Office Members"

Office Use Only:

Member # _____ NRDS # _____ Pmt Type _____
MLS Login _____ Preferred # _____ Preferred Fax _____
Firm: Code _____ NRDS # _____ Amt Pd \$ _____ Pmt Type _____



Phoenix Association of REALTORS®
5033 N 19th Ave., Suite #119
Phoenix, AZ 85015-3294
Phone: 602-246-1012 Fax: 602-246-1512

OFFICE USE ONLY
RESRCH BY: _____
MBR PROCSD BY: _____
INPUTTED BY: _____

Designated REALTOR® Application

I, the undersigned, hereby apply for REALTOR® membership in the Phoenix Association of REALTORS®. Note: Completed application must be submitted with picture id and payment which may include application fees, dues and other assessments.

Date: _____ Applying for: Primary Membership Secondary Membership
If Secondary Membership, name primary association: _____

DR Name as shown on real estate license: _____

Firm Name _____ Firm Code _____

Firm Physical Address _____

City _____ State _____ Zip _____

Firm Phone: _____ Firm Fax: _____

Home Address: _____ City _____ State _____ Zip _____

Home Phone: _____ Home Fax: _____ Cell Phone _____

Birth date: ____/____/____ Individual License # _____ Exp. Date ____/____/____

- Have you ever been a member of the Phoenix Association of REALTORS®? No Yes – if yes, when? _____
- Have you ever belonged to another local association of REALTORS®? No Yes – if yes, see below:
If yes, which local association (name) and approximately when? _____
- Are you currently a member of another local association of REALTORS®? No Yes – if yes, see below:
If yes, which local association (name)? _____

Do you hold any professional real estate designations? No Yes – if yes, which ones? _____

Mail Preference (for all mail): Home Office Other _____

Email Address: _____ @ _____ Web Site: http://www. _____

- Specify your interest in the real estate company in which you will be acting as Designated REALTOR®.

Circle all applicable: Sole Proprietor Corporate Officer Partner If not you, name primary owner: _____

- Is the primary owner, other than yourself, licensed? No Broker License Salesperson License

Payment Due: Dues are paid annually in advance. Dues and assessments for the National Association or REALTORS® and the Arizona Association of REALTORS® are paid through the Phoenix Association of REALTORS®. The Phoenix Association of REALTORS® reserves the right to deny dues refund requests, to assess service charges on refunds or checks returned for insufficient funds and to establish time limits on the period during which refunds may be granted. In all instances, if funds have been transmitted to AAR or NAR on behalf of the prospective applicant, PAR is not responsible for any refund of monies transmitted to those entities. The following fee can include but is not limited to: application fees, local dues, state dues, national dues and assessments. Breakdown of all fees will be included on the dues receipt created when filing application.

Total Paid.....\$ _____

PLEASE READ THE PROVISIONS ON THE REVERSE SIDE BEFOR SIGNING: I hereby certify that the information contained on this application is true and correct, and I agree that failure to provide complete and accurate information as requested or any misstatement of fact, may be grounds for revocation of my membership. I confirm and certify that I have read, understand and agree to the provisions on the reverse side of this application:

Signature of Applicant: _____ Date _____ Staff Initial _____

Office Use Only:

Member # _____ NRDS # _____ Pmt Type _____
MLS Login _____ Preferred # _____ Preferred Fax _____
Firm: Code _____ NRDS # _____ Amt Pd \$ _____ Pmt Type _____

DESIGNATED REALTOR® AGREEMENT
(PLEASE READ THOROUGHLY BEFORE SIGNING THE 1ST PAGE)

In filing my application for Designated REALTOR® membership in the Phoenix Association of REALTORS®, and upon being granted the rights and privileges of such membership, I hereby pledge to accept as binding on me the terms and conditions herein specified.

I hereby agree, as a Designated REALTOR® member of the Phoenix Association of REALTORS®, to subscribe to and abide by the Constitution, Bylaws and Code of Ethics of the National Association of REALTORS®, the Articles of Incorporation, Bylaws, rules and regulations of the Arizona Association of REALTORS®, and the Articles of Incorporation, Bylaws, rules, regulations and policy of the Phoenix Association of REALTORS®.

I further agree to abide by and adhere to any future additions, alterations, amendments, repeals or revisions of the Constitution, Code of Ethics, Articles of Incorporation, Bylaws, rules, regulations and policy of any of the aforementioned organizations which may hereafter be adopted should I continue my membership.

I understand and agree that my dues shall include such amounts as established annually by the Board of Directors and an assessment equal to that amount times the number of salespersons employed in my company or affiliated with my company(ies) as independent contractors who are not REALTOR® members of any local association. I understand that my payment of my calculated dues, including any assessment, does not in any way provide membership in the Phoenix Association, nor any of its rights and privileges, to those non-members employed by or affiliated with my company(ies) as independent contractors, and I agree to make sure such non-members understand clearly that I am not providing membership in the Phoenix Association through payment of my personal dues, including any assessment.

I further understand the responsibilities and obligations to the Phoenix Association I will assume as Designated REALTOR® regarding all licensees employed by my company(ies) or affiliated with my company(ies) as independent contractors. I also acknowledge that it is the responsibility of the Designated REALTOR® to notify the association within ten (10) calendar days of licensees who leave or join my firm(s).

I agree that my act of paying dues and assessments shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitutions, Bylaws, rules, regulations, and policy, including the duty to arbitrate any future disputes with another member of this association, any member of the Arizona Association of REALTORS® or members of the public in accordance with the National Association of REALTORS® Code of Ethics and Arbitration Manual, all as from the time to time amended. I also agree to pay all fees, dues and assessments as from time to time established. I further understand and agree that my dues shall include such amount as established annually by the Board of Directors.

I acknowledge that neither the Phoenix Association of REALTORS® nor its Multiple Listing Service set or recommend compensation fees, rates or policies, and that compensation arrangements for the sale, purchase, leasing or management of property are established by negotiation between brokers and clients or customers.

I acknowledge that, if I subsequently resign or am expelled from membership in the Association with an ethics complaint or arbitration request pending, the Association's Board of Directors may condition re-application of membership upon my verification that I will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if I resign or am expelled from membership without having complied with an award in arbitration, the Board of Directors may condition re-application of membership upon my payment of the award, plus any costs that have been previously established as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

I understand that the use of the membership term "REALTOR®" and its logo are for sole use of members of the REALTOR® association. Upon expiration of my Designated REALTOR® membership, for whatever reason, I will discontinue use of "REALTOR®", and its designations and logos in every way, including use on all business cards, signs, certificates, letterhead promotional materials.

I consent and agree that any information and comment about me furnished to the Association by any member or other person or association in consideration of this application shall be privileged and not form the basis of any action by me for slander, libel or defamation of character.

On July 16, 1975, final judgment was issued in the class action suit of Charles T. James, et ux, plaintiff, vs. Phoenix Real Estate Board, Inc., and all other defendants. While the Phoenix Association of REALTORS® denies any allegations of the suit, it was determined to settle the suit, such settlement including agreement that the following information be read by all new applicants for membership of the Phoenix Association of REALTORS®:

"Each of the defendant Boards, whether acting unilaterally or in concert or agreement with any other person, and each of the remaining defendants when acting in concert with third persons, with respect to transactions involving residential real estate, is enjoined and restrained from:

- (A) Filing, establishing or maintaining any rates or amounts of commissions or other fees;
- (B) Urging, recommending or suggesting that any of its members adhere to any rates or amounts of commissions or other fees;
- (C) Adopting, suggesting, publishing or distributing any schedule or other recommendation concerning the rates or amounts of commissions or other fees;
- (D) Including in any instructional course or other educational material any recommended or suggested rates or amounts of commissions or other fees;
- (E) Adopting, adhering to, maintaining, enforcing or claiming any rights under any Bylaws, rule, regulation, plan or program which restricts or limits the right of any person engaged in the sale of residential real estate to agree with his/her client on any judgment;
- (F) Taking any punitive action against any person where such action is based upon that person's failure or refusal to adhere to any schedule or other recommendations concerning rates or amounts of commissions or other fees;
- (G) Refusing to accept for multiple listing any listing for the sale of residential real estate because the rate or amount of commission set forth in such listing;
- (H) Considering in any way the commissions charged by any person duly licensed as a real estate broker in passing upon the application of such person or membership in any Board or Multiple Listing Service."



CODE OF ETHICS IS DUE

WITHIN 60 DAYS

OF THE DATE OF JOINING!

Your membership with the Phoenix Association of REALTORS® (PAR) requires that you complete a qualifying Code of Ethics course within the first 60 days of the date of joining, or submit a certificate for a qualifying Code of Ethics course that has a completion date that is no older than 01/01/2009 to qualify for the current Code of Ethics cycle (2009-2012) within the first 60 days of joining PAR.

By signing below, you are stating that you have read the above information, and that you will comply with the above mention membership requirement. Also by signing below, you are stating that you understand that failure to comply with the membership requirement within the time frame permitted will result in suspension of membership and all services offered through PAR.

Any membership fees paid will not be refunded as a result of failure to comply with the PAR Code of Ethics membership requirement.

Please note: This requirement may not match the current requirement you may have with any other association. This requirement is a PAR Membership requirement; however, completion of this requirement will also qualify for any other REALTOR® association Code of Ethics requirement for the 2009-2012 cycle.

Member Name (please print): _____

Member Signature: _____ **Date** ___/___/___

Office Use Only:
 Firm Code _____ NRDS # _____ MLS Thru : _____
 DR Member # _____ DR Name _____ DR MLS ID _____

Phoenix Association of REALTORS®

"America's Real Estate Association of Choice"

5033 North 19th Avenue, Suite 119, Phoenix, Arizona 85015-3294

(602)246-1012 v FAX (602)246-1512

Website: <http://www.paronline.com>



OFFICE USE ONLY	
RESRCH BY:	_____
MBR PROCSD BY:	_____
INPUTTED BY:	_____

Company File Form

Company Name: _____ Firm Code #: _____

Current DR's Name _____

Physical Address: _____

City, State, Zip Code: _____

Mail Address (if different than above): _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Company Email: _____

Company Web address: <http://www.> _____

Office MLS Invoicing:

If receiving Office MLS through PAR, billing frequency will be yearly at \$225 (for each individual branch office).

Branch offices are individual locations that have individual license numbers per the Arizona Department of Real Estate.

Adding Signer(s):

The following person(s) is able to sign (on my behalf) any ARMLS Subscriber Agreements for new and existing agents:

Name: _____ Position with Company: _____

Name: _____ Position with Company: _____

Dates covered: Until further notice From _____ thru _____

Signature: _____ Date: _____



MLS Subscriber Agreement

THIS AGREEMENT is dated and effective as of the earlier of the date set forth in writing below (if any) or the date this Agreement is last accepted electronically as provided herein, and is between **Arizona Regional Multiple Listing Service, Inc.** ("ARMLS[®]") and the Subscriber party hereto ("Subscriber").

WHEREAS, ARMLS[®] operates an on-line, computerized database of real property information for the benefit of its Subscribers (the "System" or "ARMLS[®] System");

WHEREAS, the System stores and makes available to Subscribers digital information, including, but not limited to, software licensed by ARMLS[®] from the System creator and from various vendors and suppliers, real property listing data, photographs, county assessor and property tax information, new homes and builder information, HUD/VA data, agent and office information, and other information (the "ARMLS[®] Data");

WHEREAS, Subscriber is a member of, or is permitted access to the ARMLS[®] System (subject to the requirements of ARMLS[®]) through, one of the Shareholder Associations of REALTORS[®] or an Association of REALTORS[®] to which ARMLS[®] provides services under a client/vendor relationship (collectively the "Associations" or individually an "Association") and the Associations receive certain services through ARMLS[®]; and

WHEREAS, Subscriber desires to receive services in accordance with this Agreement, and in consideration of such services, Subscriber agrees to abide by the terms and conditions set forth herein.

IN CONSIDERATION of the foregoing recitals and of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

- 1. REPRESENTATIONS OF SUBSCRIBER.** Subscriber represents and warrants that, as of the date first set forth above, Subscriber is a real estate licensee or an appraiser licensed or certified by the State of Arizona, who is affiliated with an ARMLS[®] Participant who is in good standing with an Association, and Subscriber will continue in such capacity at all times while this Agreement is in effect. If Subscriber, at any time during the term of this Agreement, is no longer affiliated with an ARMLS[®] Participant in good standing, Subscriber agrees to notify Subscriber's Association and ARMLS[®] within five (5) days of separation.
- 2. COMPLIANCE WITH ARMLS[®] GOVERNING DOCUMENTS.** Subscriber acknowledges that access to and use of the System is contingent on Subscriber's compliance with the terms of all of the following documents and materials (collectively, the "ARMLS[®] Governing Documents"): (i) this Agreement, (ii) ARMLS[®] By-Laws, (iii) ARMLS[®] Rules and Regulations, (iv) ARMLS[®] Policies and Procedures, (v) any other written materials promulgated by ARMLS[®] and made applicable generally to Subscribers, (vi) any published interpretations of any of the foregoing, and (vii) any modifications and amendments of any of the foregoing. Subscriber understands that failure to comply may result in a fine and/or suspension of ARMLS[®] service, which includes loss of use of the System and deactivation of the key that is used to gain access to current lockboxes. Copies of the ARMLS[®] Governing Documents may be obtained from the ARMLS[®] website (www.ARMLS.com) or by contacting ARMLS[®].
- 3. SYSTEM ACCESS.** ARMLS[®] will issue one "Agent ID" number to Subscriber. Issuance of the Agent ID number will entitle Subscriber to (i) access and use the System through Subscriber's own System-compatible computer using Subscriber's own Internet connection, (ii) access and use the System through a System-compatible computer device and Internet connection provided by another person, and (iii) obtain an electronic key (for a separate fee and under a separate agreement) that can be used to access electronic keyboxes located on listed properties. THE AGENT ID NUMBER IS PROVIDED EXCLUSIVELY FOR THE PERSONAL USE OF SUBSCRIBER AND MAY NOT BE USED BY ANY OTHER PERSON TO ACCESS THE SYSTEM THAT IS NOT EXPRESSLY AUTHORIZED BY THE ARMLS[®] GOVERNING DOCUMENTS. SUBSCRIBER AGREES TO USE REASONABLE MEANS TO PROTECT THE CONFIDENTIALITY OF SUBSCRIBER'S AGENT ID NUMBER AND PASSWORD. Subscriber acknowledges that damages suffered by ARMLS[®] from access to the System or ARMLS[®] Data by an unauthorized third party using Subscriber's Agent ID number and password or Subscriber's unauthorized disclosure of any ARMLS[®] Data to a third party would be speculative and difficult to quantify. Accordingly, and as a material inducement to ARMLS[®] to enter into this Agreement, Subscriber agrees that if any disclosure of Subscriber's Agent ID number and/or password results in access to the ARMLS[®] Data by an unauthorized third party or if Subscriber makes disclosure of MLS Information to an unauthorized third party, regardless of whether such access or disclosure is intentional, negligent or inadvertent, Subscriber shall be liable to ARMLS[®] for liquidated damages in the amount of the greater of \$15,000 or

the amount established in the ARMLS® Governing Documents for each real estate listing accessed or disclosed; and in any such case, this Agreement may be terminated.

4. **TERM AND TERMINATION.** The term of this Agreement shall commence as soon as Subscriber has accepted and returned this Agreement to ARMLS® (either electronically or by non-electronic means), and Subscriber has paid all fees that are due. The term of this Agreement shall continue in full force and effect until such time as (i) Subscriber is no longer eligible to receive the services provided under this Agreement, or (ii) ARMLS® terminates this Agreement due to Subscriber's default in accordance with provisions herein or provisions of the ARMLS® Governing Documents, or (iii) ARMLS®, in its discretion, elects to terminate this Agreement in connection with the discontinuation by ARMLS® of any of the ARMLS® services generally provided hereunder to Subscribers. Further, Subscriber shall have the right to terminate this Agreement upon any amendment or modification of the ARMLS® Governing Documents, if Subscriber is not willing to agree to the terms of such amendment or modification. In that event, Subscriber shall notify ARMLS® of their election to terminate and such termination shall become effective upon the receipt by ARMLS® of such notice and the payment by Subscriber and receipt by ARMLS® of all fees owing through the date of termination. Notwithstanding the foregoing, if Subscriber accesses or uses the System or otherwise avails themselves of ARMLS® services provided pursuant to this Agreement at any time after Subscriber's receipt of an amendment or modification of the ARMLS® Governing Documents (either pursuant to the procedure set forth in Section 14 of this Agreement or otherwise), such access to or use of the System or ARMLS® services automatically shall constitute Subscriber's agreement to such amendment or modification and shall nullify Subscriber's right to terminate this Agreement by virtue of such amendment or modification. Subscriber understands that, upon the termination of this Agreement, Subscriber's Agent ID number will no longer be valid and Subscriber will not be able to access or use the System, will not be eligible to receive any other services or products under this Agreement and will not be able to use the electronic key, if Subscriber has one, to open electronic keyboxes located on listed properties. Promptly upon any termination or expiration of this Agreement, (i) ARMLS® shall deactivate Subscriber's user ID and password, and Subscriber shall have no further access to the ARMLS® System; (ii) Subscriber shall purge all copies of the ARMLS® Data from Subscriber's personal computers; (iii) all licenses granted hereunder shall immediately terminate; and (iv) Subscriber will not be able to use any electronic key to open lockboxes on listed properties.
5. **FEES.** Subscriber agrees to pay Subscriber Fees to ARMLS® within such times and in such amounts as are set forth in the ARMLS® Governing Documents or as are otherwise determined by the Board of Directors of ARMLS® from time to time. Subscriber understands that such Fees may be due up to 14 months in advance. THERE SHALL BE NO REFUND OR PRORATION OF ANY SUBSCRIBER FEES UPON THE TERMINATION OF THIS AGREEMENT.
6. **OWNERSHIP/MISUSES OF SYSTEM AND INFORMATION.** Subscriber acknowledges that all ARMLS® Data, except for the text and photos that Subscriber submits ("Subscriber's Contribution"), is owned or leased by ARMLS® and that ARMLS®, and not Subscriber, shall retain all right, title and/or interest therein. Subscriber agrees to use such ARMLS® Data only in connection with the pursuit of Subscriber's business of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with ARMLS® Governing Documents. Subscriber agrees not to:
- a. publish, reformat, recompile, resell, repackage, copy, reverse engineer, disclose or use in any manner whatsoever the ARMLS® Data, except as permitted in this paragraph, without the prior written consent of ARMLS®;
 - b. participate in the collection of large numbers of e-mail addresses, screen names, or other identifiers of others, a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
 - c. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
 - d. transmit unsolicited bulk or commercial messages commonly known as "spam;"
 - e. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the ARMLS® System, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic, including excessive downloading of ARMLS® data through any manual or automatic means, or interference sufficient to impede others' ability to use, send, or retrieve information. Subscriber further acknowledges that:
 - i. Regardless of whether any of ARMLS third party vendors set any limits on data consumption of the Service, ARMLS reserves the right to set its own limits;
 - ii. Excessive downloading can affect the service levels provided to other customers. If ARMLS feels (at ARMLS® sole discretion) a Subscriber's use of the ARMLS® System is excessive, ARMLS will contact the Subscriber to discuss this. If usage cannot be kept to an acceptable level after

discussion then the Subscriber will be subject to the penalty as described below.

Any Subscriber in default under this Section 6 shall be subject to a fine of up to \$5,000 and a suspension of up to 90 days for each violation.

7. **PARTICIPANT AUTHORIZATION.** If Subscriber is also an MLS Participant, as defined by the ARMLS[®] Governing Documents, Subscriber affirms that Subscriber is in good standing as an MLS Participant with an Association and that any licensee affiliated by licensure with Subscriber in its capacity as an MLS Participant is eligible to receive the services contemplated under this Agreement unless Subscriber specifically notifies ARMLS[®], in writing, to the contrary.
8. **ASSIGNMENT.** ARMLS[®] may assign this Agreement and its assignee may also assign same. In the event of assignment, all rights of ARMLS[®] shall be succeeded to by assignee. Subscriber may not assign or delegate this Agreement or any rights, obligations, or duties hereunder without the prior written approval of ARMLS[®], which may be withheld in the sole discretion of ARMLS[®]. Any purported assignment or delegation in violation of this section shall be void from the time of such purported assignment or delegation.
9. **DEFAULT.** Failure of Subscriber to comply with any of the terms of this Agreement or of any of the other ARMLS[®] Governing Documents, including, but not limited to, payment of any penalties, fines or fees due to ARMLS[®] or any Association, shall constitute a breach of this Agreement. Any such breach shall be an immediate default, without notice, unless notice and an opportunity to cure are expressly required for the applicable breach pursuant to this Agreement or any of the other ARMLS[®] Governing Documents, in which event, such breach shall not become a default unless it remains uncured after the giving of notice and expiration of the time allowed for cure. Notwithstanding the foregoing, each and every breach by Subscriber of Section 5 of this Agreement shall constitute an immediate default, without notice. Upon the occurrence of a default, ARMLS[®] may pursue any and all remedies provided for in the ARMLS[®] Governing Documents or otherwise available at law or in equity. Subscriber also shall be liable to ARMLS[®] for all costs reasonably incurred by ARMLS[®] in the enforcement of this Agreement, including court costs, collection agency fees and reasonable attorneys' fees. After any default under this Agreement, Subscriber may reinstate eligibility for access to the System or ARMLS[®] products or services at the end of any suspension period by doing all of the following: (i) bringing current all accounts with ARMLS[®] and all Associations, (ii) paying all penalties, fines and costs as provided for herein or in any of the ARMLS[®] Governing Documents, (iii) curing all defaults under this Agreement, under the ARMLS[®] Governing Documents, and under any other agreements with ARMLS[®] or an Association, all to the satisfaction of ARMLS[®] or the applicable Association, and (iv) paying to ARMLS[®] a "Reinstatement Fee" in an amount determined by the Board of Directors of ARMLS[®] from time to time.
10. **NOTICE.** All notices required or permitted under this Agreement shall be given in a manner allowed by, and shall be deemed as received in accordance with the provisions of, the ARMLS[®] Governing Documents.
11. **TAXES.** In addition to all other payments hereunder, Subscriber shall pay or reimburse ARMLS[®] and ARMLS[®] suppliers or vendors for all state and local sales or other taxes of any kind assessed on the services provided hereunder, except income taxes and corporation license fees.
12. **DISCLAIMER OF WARRANTY, LIMITATION OF ARMLS[®], LIABILITY AND INDEMNIFICATION.** NEITHER ARMLS[®], NOR ANY OF THE ASSOCIATIONS SHALL HAVE ANY LIABILITY FOR INACCURACIES IN DATA INPUT INTO THE SYSTEM BY SUBSCRIBER OR SYSTEM SUPPLIER OR VENDOR, OR FOR INACCURACIES IN OR INCOMPLETENESS OF DATA DISPLAYED BY THIRD-PARTY LICENSEES OF SUCH DATA. SUBSCRIBER UNDERSTANDS AND AFFIRMS THAT NEITHER ARMLS[®] NOR ANY OF THE ASSOCIATIONS HAS ANY CONTROL OVER THE OPERATION OF THE SYSTEM OR SUBSCRIBER'S ABILITY TO GAIN ACCESS TO THE INTERNET. ACCORDINGLY, SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS WHICH SUBSCRIBER HAS OR MAY ACQUIRE AGAINST ARMLS[®] OR ANY OF THE ASSOCIATIONS WITH RESPECT TO ANY FAILURE IN THE SYSTEM OR SYSTEM SOFTWARE, THE OPERATION OF THE SYSTEM ITSELF, SUBSCRIBER'S INABILITY TO GAIN ACCESS TO THE INTERNET FOR ANY REASON, OR ACTIVITIES RELATING TO OR THE PROVIDING OF PRODUCTS OR SERVICES BY VENDORS OR SUPPLIERS PURSUANT TO THIS AGREEMENT.

AS TO THE SYSTEM, SYSTEM SOFTWARE, TAX DATABASES, HUD/VA DATABASE, AND ALL DATA THEREIN, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT WITH ARMLS[®], EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT OR ANY OTHER WRITTEN AGREEMENT TO WHICH ARMLS[®] AND SUBSCRIBER ARE PARTIES, ARMLS[®] MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DATABASES ON THE SYSTEM AND ALL DATA THEREIN ARE MADE AVAILABLE ON AN "AS IS, AS AVAILABLE," BASIS AND ARMLS[®] DOES NOT

GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY SUCH DATA.

ARMLS[®] SHALL NOT BE LIABLE FOR INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF ARMLS[®] HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. ARMLS[®] LIABILITY TO SUBSCRIBER FOR ANY REASON SHALL NOT EXCEED THE AGGREGATE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER OR ON BEHALF OF SUBSCRIBER, TO ARMLS[®] HEREUNDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. SUBSCRIBER FURTHER AGREES THAT ARMLS[®] WILL NOT BE LIABLE FOR ANY LOST PROFITS OR FOR ANY CLAIMS ASSERTED AGAINST SUBSCRIBER BY ANY OTHER PARTY.

SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARMLS[®] AND EACH ASSOCIATION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND COSTS, INCLUDING ATTORNEY FEES, ARISING FROM THE FAILURE OF SUBSCRIBER TO COMPLY WITH ANY OF SUBSCRIBER'S OBLIGATIONS OR RESPONSIBILITIES SET FORTH IN THIS AGREEMENT. SUBSCRIBER EXPRESSLY WAIVES, RELEASES AND AGREES TO HOLD HARMLESS ARMLS[®] AND EACH ASSOCIATION FROM AND AGAINST ANY ACTUAL DAMAGES, CONSEQUENTIAL DAMAGES AND LOST BUSINESS AND ANY OTHER CLAIM ARISING FROM SUBSCRIBER'S USE OF OR INABILITY TO USE THE SYSTEM. THESE INDEMNITY AND RELEASE AGREEMENTS OF SUBSCRIBER SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE ASSOCIATIONS SHALL BE THIRD PARTY BENEFICIARIES OF THE AGREEMENTS AND UNDERTAKINGS SET FORTH IN THIS SECTION 11.

13. **COPYRIGHT ASSIGNMENT.** Subscriber agrees to grant ARMLS[®] a perpetual, royalty free, non-exclusive license in and to Subscriber's Contribution, including any copyrights relating to such text and photographs. The license will permit ARMLS[®] to use and compile Subscriber's Contribution and to sublicense the use of Subscriber's Contribution to and distribute to other parties as permitted or contemplated by the ARMLS[®] Governing Documents, or in contractual relationships and licenses for such Subscriber's Contributions which ARMLS[®] may enter into from time to time. Subscriber warrants that Subscriber has the authority to grant such license and that Subscriber's Contributions do not infringe on any copyright or other intellectual property rights of any third party. ARMLS[®] is not required to, and does not, review, edit, or exercise editorial control over the ARMLS[®] System or ARMLS[®] Data and use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, ARMLS[®] may take any steps necessary in its judgment, including deleting ARMLS[®] Data submitted by Subscribers, or portions of it, to avoid or remedy any violation of law or infringement of intellectual property right.
14. **CHANGES TO THIS AGREEMENT.** The first time Subscriber uses the System after a change is made to this Agreement, the System will display a notice requesting Subscriber's agreement to the revised Agreement. Subscriber's use of the System will be conditioned on Subscriber's indication of agreement with the terms of the revised Agreement. Each time this Agreement is revised, Subscriber must signify agreement with the revised version of this Agreement in order to continue using the System. The provisions of the current form of this Agreement in place at any time and from time to time shall control and supersede any inconsistent provisions contained in previous versions of the Agreement.
15. **CONFLICT BETWEEN DOCUMENTS.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement shall, if at all possible, be interpreted to be consistent with and supplemental to the other ARMLS[®] Governing Documents. If there is a direct conflict between this Agreement and any other ARMLS[®] Governing Documents, the terms and provisions of this Agreement shall prevail.
16. **SEVERABILITY.** 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.
17. **GOVERNING LAW.** The performance and interpretation of this Agreement shall be governed and enforced in accordance with the laws of the State of Arizona applicable to contacts made and performed in Arizona without reference to its choice of law provisions.

FOR EXECUTION OF AGREEMENT BY AUTHORIZED SUBSCRIBER BY NON-ELECTRONIC MEANS:

Print Name: _____	Home Phone: _____
Signature: _____	Cell Phone: _____
Date: _____	Office Phone: _____
Address: _____	Fax Number: _____
City/State/Zip: _____	Preferred Phone*: _____
	Email Address: _____
	Office Name: _____
	Office ID: _____
	<i>*Indicate Home, Cell, or Office as preferred phone location.</i>

MLS PARTICIPANT AUTHORIZATION: MLS Participant affirms that he/she is in good standing with an Association and that Subscriber is affiliated with him/her and is eligible to receive the services contemplated under this Agreement.

Print Name: _____ Signature: _____



Phoenix Association of REALTORS®
5033 N 19th Ave., Suite #119
Phoenix, AZ 85015-3294
Phone: 602-246-1012 Fax: 602-246-1512



Multiple Listing Service Agreement

Policy on Commissions

Under the long established policy of the Phoenix Association of REALTORS® the Arizona Association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS®:

1. The Broker’s compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and his or her client, and is not fixed, controlled, recommended or maintained by any persons not a party to the listing agreement;
2. The compensation paid by a listing Broker to a cooperating Broker in respect to any listing is established solely by the listing Broker in his offer of compensation, and is not fixed, controlled, recommended or maintained by any persons other than the listing Broker and his or her agent.

PLEDGE

“I, _____, solemnly pledge that I will abide by the Rules and Regulations of the Multiple Listing Service and of the Phoenix Association of REALTORS®”

Firm Name _____

Firm Address _____

City, State, Zip _____

Firm Phone _____ Broker Code _____

The Following persons are able to sign ARMLS agreements on my behalf until further notice:

Name _____

Name _____

Signature _____ Date _____

Processed By _____

Office Use Only:

Firm Code _____ NRDS # _____ MLS Thru : _____

DR Member # _____ DR Name _____ DR MLS ID _____



Phoenix Association of REALTORS®

"America's Real Estate Association of Choice"
5033 North 19th Avenue, Suite 119, Phoenix, Arizona 85015-3294
(602)246-1012 v FAX (602)246-1512
Website: <http://www.paronline.com>

Company Invoicing Form TO BE USED FOR COMPANIES WITH MULTIPLE LOCATIONS/BRANCHES

OFFICE USE ONLY

RESRCH BY: _____

INPUTTED BY: _____

VERIFIED BY: _____

APRVD BY: _____

Explanation of Form: This form is to help PAR better understand how your company would like invoices sent. Some offices prefer all invoices for every branch office to be directly sent to the main branch for payment and other firms prefer each branch location to be responsible for their own invoices. It is entirely up to the Designated REALTOR® as to how invoices should be handled. Invoices may include office MLS; if MLS is obtained through PAR; or store invoices for supplies purchased in our REALTOR® Store. (Be certain to update the Store Charge Authorization form regularly to maintain who is allowed to charge on the office account.) All invoices are addressed to the Designated REALTOR® (DR). If this form is not submitted, then all invoices will be sent to the individual branch locations.

This information is: (Please select the following change that applies) _____ Date: _____

- Set up Firm invoicing Change current invoicing

Please complete the following information (please print clearly)

Company Name: _____ Main Firm Code #: _____

Current DR's Name _____

Main Firm Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

The following branches listed below (please list by individual Firm Codes) should receive all of their invoices to the main branch listed above

FIRM CODE _____ FIRM CODE _____ FIRM CODE _____

FIRM CODE _____ FIRM CODE _____ FIRM CODE _____

Check here to continue on another sheet of paper

The following branches listed below (please list by individual Firm Codes) should receive all of their invoices to each of the individual branch locations:

FIRM CODE _____ FIRM CODE _____ FIRM CODE _____

FIRM CODE _____ FIRM CODE _____ FIRM CODE _____

Check here to continue on another sheet of paper

Current DR's Signature _____ Effective Date: _____

Please Note: If there are more branch locations than space allows, please mark the check box at the end of the section you chose and then include an additional sheet of paper. All firm codes must be written out individually.



Phoenix Association of REALTORS®

5033 N. 19th Ave., #119

Phoenix, AZ 85015

Phone 602-246-1012 Fax 602-246-1512

SERVICE CENTER

STORE CHARGE AUTHORIZATION FORM

DESIGNATED REALTOR® NAME _____

FIRM NAME _____

ADDRESS: _____

PHONE: _____ FAX: _____

➤ **The following persons associated with me are authorized to sign purchase invoices for my firm on my behalf:**

Please print name and title _____

Please print name and title _____

Please print name and title _____

Please print name and title _____

I understand that it is my responsibility to immediately notify the Phoenix association of REALTORS® of any changes in authorized signers.

Signature of Designated REALTOR®

Date