

PHOENIX ASSOCIATION OF REALTORS®

2009 Transferring 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 Transferring Pak in its entirety.

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 Holiday Schedule**
- ✓ **PAR's Designated REALTOR® Application**
- ✓ **PAR's Dues Receipt**
- ✓ **Company File Form**
- ✓ **ARMLS MLS Agreement**
- ✓ **PAR's MLS Pledge**
- ✓ **PAR's Company Invoicing Form**
- ✓ **PAR's Service Center Store Charge Authorization Form**
- ✓ **PAR's Charge Card Authorization Form**

This Pak includes 15 pages total

PAR's Designated REALTOR®
TO DO LIST

- ✓ Choose PAR as your Association!
- Read through the following PAK. Contact PAR at 602-246-1012 with any questions.
- Locate a copy of your certificate which qualifies for the 2.5 hours of NAR Mandated Code of Ethics
- Complete all the forms included in this pak. Do not leave any form incomplete.
- Fax this entire completed PAK including your 2005-2008 COE certificate to Membership at 602-246-1512.
- Pat yourself on the back – you're done!!!
- Copies will be mailed to you within 2 business days.

**DON'T FORGET – YOU MUST
INCLUDE YOUR 2005-2008 COE
CERTIFICATE WITH YOUR PACKET
IN ORDER TO QUALIFY AS A
TRANSFERRING MEMBER**

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"

PHOENIX ASSOCIATION OF REALTORS® 2009 Holiday Schedule

**Paperwork for all transferring DR's will be processed
within two (2) normal business days.**

Our office is closed for the following holidays

<u>Holiday</u>	<u>Date</u>	<u>Day of Week</u>
New Years	January 1 st	Thursday
Memorial Day	May 25 th	Monday
Labor Day	September 7 th	Monday
Thanksgiving	November 26 th & 27 th	Thursday & Friday
Christmas	December 24 th & 25 th	Thursday Friday
New Years	December 31 st & January 1 st , 2010	Monday Tuesday

**Our office is open for the following holidays, with
limited staff personnel**

(Service time may take longer due to limited staff on hand)

<u>Holiday</u>	<u>Date</u>	<u>Day of Week</u>
MLK's B-Day	January 19 th	Monday
Presidents' Day	February 16 th	Monday
Good Friday	April 10 th	Friday
Veterans Day	November 11 th	Wednesday

**We are open for any holiday not listed above with
exceptions to holidays that fall on Saturday or Sunday.**

**Our office is committed to providing exceptional customer service to all
members and visitors of the Phoenix Association of REALTORS®. If
you have any additional questions regarding directions or schedules,
please feel free to give us a call at 602-246-1012.**

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."

PHOENIX ASSOCIATION OF REALTORS® 2009 RECEIPT

BROKER CODE _____ DATE _____

MEMBER # _____

MEMBER NAME _____

PAYMENT TYPE _____ TRANSACTION # _____
(Pymts through POS only)

MEMBER CLASS _____

Transfer from another Assoc Class Change (R to a DR) (Dr to R) (S to R) (R to S)

MEMBERSHIP TYPE

- New Mbr Reinstate Mbr
- New DR Reinstate DR
- New Ofc Reinstate Ofc
- New Afl Ofc Reinstate Afl
- New MLS Only Rnst MLSO
- New MLS User Rnst User
- Secondary

\$ _____ APP FEE

\$ _____ NAR

\$ _____ NAR PUBLIC AWARENESS

\$ _____ AAR

\$ _____ PAR

\$ _____ TOTAL DUES (Section A)

\$ _____ ADDITIONAL FEES (Section B/D)

\$ _____ TOTAL COLLECTED

Additional Fees : RECORDED ON FIRM SCREEN

\$ _____ AFFILIATE Code AFN

\$ _____ MLS INITIATION Code MI

\$ _____ MLS ANNUAL Code MLA

\$ _____ MLS ONLY PROCES FEE Code MP

\$ _____ MLS ONLY (\$80 Monthly) Code MN

\$ _____ MLS DR TRANSFER Code MJ

Total \$ _____ To Be Determined (Section B)

ARMLS Payment (Section C)

\$ _____ N/A _____

Other (Section D) Code: _____

\$ _____

DUES, FEES, BILLING CYCLE AND REQUIREMENTS

I understand that my payment in "Section A" is good through December 31, 2009, toward my REALTOR® membership dues. I will be billed directly in late December 2009 for my 2010 dues. Dues refund requests are only permitted within 15 calendar days from the date of payment. Requests must be made in writing and acknowledge in writing by the Designated REALTOR®. Application fees are nonrefundable. Checks returned for insufficient funds will incur service charges and membership will be suspended or terminated.

- I also understand that any previous payment made to ARMLS for the current years fees, is for my access to the MLS and is good thru June 30th, 2009. These fees are separate from any annual REALTOR® dues & fees or Office Fees. These fees will become due again and billed directly to me in May of 2009. Any refund requests for these fees must be addressed directly to ARMLS.
- Separate fees may be charged by Supra for access to an electronic key or the purchase of electronic lock boxes.
- **REALTOR® Members:** I understand that **I must provide proof of completion of the 2.5 hour NAR Mandated Code of Ethics course** at the time of joining and failure to do so will cause application for membership to be rejected.
- I understand that the Local, State and National Dues and ARMLS Fees are subject to change upon renewal each year.

PAR STAFF - DR & Non-REALTOR® MLS Only please mark below any that apply to this dues receipt with an ✓.

DR's: I understand that my payment in "Section B" is good toward my office MLS fees and are separate from my annual REALTOR® dues. I will be billed annually for office MLS fees, per each branch location. The fees described above may include a one time initiation fee. Office MLS fees are non-refundable and non-transferable.

PAR STAFF - PAYMENTS – please mark below any that apply to this dues receipt with a ✓

Credit Card Payments: I understand that by signing this dues receipt I am authorizing the Phoenix Association of REALTORS® to charge the credit card given for the amounts listed above.

Check Payments: Please note – by signing below, you acknowledge all check payments with application must be either brought in or mailed in and are processed electronically through TeleCheck and will not be accepted without proper approval. TeleCheck will not tell PAR if a check is bad or good. If a check is declined, it only means that TeleCheck does not have enough information about your check to approve the transaction. PAR will not accept declined checks. Any questions regarding a declined check should be referred to TeleCheck at 1-800-366-5010.

Signature(s)

Member Signature _____ Date _____

Payer (if not member): _____ Signature _____
(please print name)

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: _____

**Arizona Regional Multiple Listing Service, Inc.
MLS SUBSCRIBER AGREEMENT**

THIS AGREEMENT dated as of the ____ day of _____, 20____ is between **ARIZONA REGIONAL MULTIPLE LISTING SERVICE, INC.** ("ARMLS") and the undersigned Subscriber.

WHEREAS, ARMLS and Interactive Data Development, Inc., dba MarketLinx Solutions, ("MarketLinx") have entered into a Contract for Products and Services dated as of June 22, 2000 (the "Master Agreement") in which MarketLinx has agreed to provide certain services and access to MarketLinx's MirrorServe™ and CityServe™ on-line computer systems (the "System"); and

WHEREAS, Subscriber is a member of, or is permitted access to the System through, one of the following Boards or Associations of REALTORS®: Glendale-West Maricopa Board of REALTORS®, Lake Pleasant Regional Association of REALTORS®, Phoenix Association of REALTORS®, Scottsdale Area Association of REALTORS®, SouthEast Valley Regional Association of REALTORS®, or the Western Pinal Regional Association of REALTORS® (collectively the "Associations" or individually an "Association") and the Associations receive MLS 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 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, he/she is a real estate licensee or an appraiser licensed or certified by the State of Arizona, who is affiliated with an MLS Participant who is in good standing with an Association, and 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 MLS Participant in good standing, Subscriber agrees to notify his/her Association and ARMLS promptly.
2. **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. Simultaneous access to the System using the same Agent ID is prohibited. 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 AUTHORIZED BY ARMLS MLS RULES AND REGULATIONS OR ARMLS POLICIES OR PROCEDURES.
3. **TERM.** The term of this Agreement shall commence as soon as Subscriber has executed and returned this Agreement to ARMLS, Subscriber has paid all fees that are due and ARMLS has accepted this Agreement. The term of this Agreement shall continue in full force and effect until such time as (i) the Master Agreement terminates or expires, (ii) Subscriber is no longer eligible to receive the services provided under this Agreement, (iii) ARMLS terminates this Agreement due to Subscriber's default in accordance with Section 7 hereof; or (iv) this Agreement is terminated in accordance with the Master Agreement. Subscriber understands that, upon the termination of this Agreement, his/her Agent ID number will no longer be valid and he/she will not be able to access or use the System, will not be eligible to receive any other services or products under this Agreement or under the Master Agreement and will not be able to use the electronic key, if Subscriber has one, to open electronic keyboxes located on listed properties.
4. **FEES.** Subscriber agrees to pay MLS Subscriber Fees to ARMLS within such times and in such amounts as shall be determined by the Board of Directors of ARMLS from time to time. Subscriber understands that such Fees will 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.
5. **OWNERSHIP/MISUSES OF SYSTEM AND INFORMATION.** All rights to the System and the MarketLinx software programs therein, including any modifications or additions thereto, are and shall remain solely the property of MarketLinx. Subscriber acknowledges that all information stored in the System, except for the Subscriber's Contribution as defined below, including but not limited to real property listing data, photographs, Assessor and property tax information, new homes and builder information, HUD/VA data, agent and office information, and any other information that is available from the System (the "ARMLS Data"), 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 MLS Rules, Regulations, policies and procedures. Subscriber agrees not to publish, reformat, recompile, resell, repackage, or use in any manner whatsoever the ARMLS Data, except as permitted in this paragraph, without the prior written consent of ARMLS.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN BY THIS REFERENCE.

AUTHORIZED SUBSCRIBER (Please print or type the information below)

Print Name: _____

Signature: _____

Billing Address: _____

City/State/Zip: _____

Telephone: _____ Fax Number: _____ E-mail Address: _____

Office Name: _____ Office ID: _____ Agent ID: _____

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: _____

For ARMLS Use Only	
By: _____	Date: _____

AS THE DR – YOU COMPLETE BOTH AUTHORIZED SUBSCRIBER & MLS PARTICIPANT SECTIONS

6. **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 this Agreement without the prior written approval of ARMLS.
7. **DEFAULT.** Failure of Subscriber to make any payments as described herein, or perform under any term or condition of this Agreement, or pay for any other services or products received by Subscriber under or in connection with the Master Agreement, any lock-box agreement, or any other agreement with ARMLS or an Association, or pay any penalties, fines or fees due to ARMLS or any Association, shall constitute a breach of this Agreement. Any breach by Subscriber of Section 5 of this Agreement shall constitute an immediate default. Any other breach shall become a default if such breach is not cured within 10 days after notice of the same is given to Subscriber. Upon the occurrence of a default, ARMLS may, without further notice to Subscriber, and in ARMLS' sole discretion, assess fines against Subscriber, terminate this Agreement and/or cease providing or making available to Subscriber access to the System and/or any and all other products or services under the Master Agreement or any other agreement with Subscriber. Subscriber shall also 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 attorney's 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 bringing current his/her accounts with ARMLS and all Associations, paying all penalties, fines and costs as provided above, curing any default under this Agreement and other agreements with ARMLS or an Association and paying to ARMLS a "Reinstatement Fee" in an amount determined by the Board of Directors of ARMLS from time to time. Subscriber understands that current ARMLS policy provides that any Subscriber in default under Section 5 shall be subject to a fine of up to \$2,500 and a suspension of up to 90 days for each occurrence of default. Other fines and suspension periods shall be as determined from time to time by the ARMLS Board of Directors.
8. **NOTICE.** All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon personal delivery, (ii) five days after posting when sent by U.S. mail, with postage paid, or (iii) on the date of transmission when sent by facsimile with evidence of transmission. Notices to Subscriber shall be sent to the address or facsimile number set forth under Subscriber's signature on the first page of this Agreement or to such other address or facsimile number as Subscriber may substitute by written notice or by e-mail to ARMLS. Notices to ARMLS shall be sent to 110 S Priest Drive, Tempe, Arizona 85281-2493, sent by facsimile to 602-381-1973 or sent or faxed to such other address or facsimile number as ARMLS may substitute by notice to Subscriber or by posting a message on the System welcome screen.
9. **TAXES.** In addition to all other payments hereunder, Subscriber shall pay or reimburse ARMLS and MarketLinx 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.
10. **LIMITATION OF ARMLS' LIABILITY.** NEITHER ARMLS, NOR ANY OF THE ASSOCIATIONS SHALL HAVE ANY LIABILITY FOR INACCURACIES IN DATA INPUT INTO THE SYSTEM BY SUBSCRIBER OR MARKETLINX. 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 HE/SHE HAS OR MAY ACQUIRE AGAINST ARMLS, OR ANY OF THE ASSOCIATIONS, WITH RESPECT TO ANY FAILURE IN THE SYSTEM OR MARKETLINX 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 MARKETLINX PURSUANT TO THIS AGREEMENT OR THE MASTER AGREEMENT.

THE MASTER AGREEMENT PROVIDES FOR THE ISSUANCE OF CERTAIN CREDITS AGAINST THE CHARGES REFERENCED IN SECTION 4 ABOVE IN THE EVENT OF CERTAIN DEFICIENCIES IN PERFORMANCE OF THE SYSTEM. SUBSCRIBER AGREES TO BE BOUND BY THE TERMS OF THE MASTER AGREEMENT AND THAT THE ISSUANCE OF SAID CREDITS BY MARKETLINX PURSUANT TO THE TERMS OF THE MASTER AGREEMENT SHALL RELIEVE MARKETLINX, ARMLS AND ALL ASSOCIATIONS OF ANY LIABILITY TO SUBSCRIBER FOR THE DEFICIENCIES IN PERFORMANCE FOR WHICH THE CREDITS HAVE BEEN ISSUED.

AS TO THE SYSTEM, MARKETLINX SOFTWARE, TAX DATABASES, HUD/VA DATABASE, AND ALL DATA THEREIN, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE MASTER AGREEMENT OR ANY OTHER AGREEMENT WITH ARMLS, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, THE MASTER AGREEMENT OR ANY OTHER AGREEMENT, ARMLS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TAX DATABASES AND HUD/VA DATABASE 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 TOTAL CHARGES PAID BY SUBSCRIBER HEREUNDER AND SUBSCRIBER AGREES THAT ARMLS WILL NOT BE LIABLE FOR ANY LOST PROFITS OR FOR ANY CLAIMS ASSERTED AGAINST SUBSCRIBER BY ANY OTHER PARTY.

11. **COMPLIANCE WITH ARMLS MLS RULES AND POLICIES.** Subscriber acknowledges that access to and use of the System is contingent on Subscriber's compliance with the terms of this Agreement and the EULA described below, including future amendments, and compliance with ARMLS MLS Rules and Regulations and with ARMLS' policies and procedures, as they may be amended from time to time. Subscriber understands that failure to comply may result in a fine and/or suspension of MLS 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 Rules, Regulations, policies and procedures may be obtained from the ARMLS website (www.armls.com) or by contacting ARMLS.
12. **COPYRIGHT ASSIGNMENT.** Subscriber agrees to grant ARMLS a license in and to all text and photographs ("Subscriber's Contribution") that Subscriber submits to the System, 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 others as permitted or contemplated by the ARMLS Rules. 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.
13. **INDEMNITY.** 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.
14. **END USER LICENSE AGREEMENT.** The first time Subscriber uses the System, the System will display an End User License Agreement ("EULA"). Subscriber's use of the System will be conditioned on Subscriber's indication of agreement with the terms of the EULA. Each time the EULA is revised, Subscriber must signify agreement with the revised version of the EULA in order to continue using the System. The provisions of the current form of the EULA shall control and supersede any inconsistent provisions contained in this Agreement.
15. **MASTER AGREEMENT.** The Master Agreement referred to above, as it may be amended from time to time, is incorporated herein by this reference. The provisions of the Master Agreement and any Exhibits attached thereto shall control and supersede any inconsistent provisions contained in this Agreement. A copy of the Master Agreement may be reviewed during regular business hours at the ARMLS office.
16. **GOVERNING LAW.** The performance and interpretation of this Agreement shall be governed and enforced in accordance with the laws of the State of Arizona.



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

By signing this Multiple Listing Service Agreement I am positively affirming that my firm and I are entitled to Multiple Listing Service "membership" or "participation"; that I hold a current, valid real estate broker's license and actively endeavor during the operation of my real estate business to offer or accept compensation to and from other Participants or am licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

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



Phoenix Association of REALTORS®

5033 N 19TH Ave #119

Phoenix, AZ 85015

Phone: 602-246-1012

Fax: 602-246-1512

CHARGE CARD AUTHORIZATION FORM

Member Name: _____

Member # or MLS ID _____ Phone # _____

Firm Code _____

Company Name: _____

Company Address: _____

Credit Card: Please circle one: Visa MasterCard Discover

Name on Card _____

Credit Card #
(include all 16 digits)

VIN# (from back of card)

Exp. Date /

Payment of:

Membership Dues: \$ _____

Office Fees: \$ _____

Education Fees: \$ _____

Others: (Please describe)
_____ \$ _____

_____ \$ _____

Total to be charge: \$ _____

If you are uncertain about the fees – please contact the membership department for assistance at 602-246-1012.

Signature _____ Today's Date / /