



State-Wide Multiple Listing Service  
100 Bignall Street, Warwick, RI 02888  
Ph: (401) 785-9898 x 2 | Fx: (401) 941-5320  
[www.rirealtors.org](http://www.rirealtors.org) | [www.riliving.com](http://www.riliving.com)

## REPLACEMENT Agreement to Participate in the State-Wide Multiple Listing Service, Inc.

Effective Date: \_\_\_\_\_

Office Code: \_\_\_\_\_

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### COMPANY NAME CHANGE ONLY (no fee)

New Name of Firm: \_\_\_\_\_

Previous Firm Name: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

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

Mailing Address if different: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

MLS Participant (please print): \_\_\_\_\_

MLS Participant signature: \_\_\_\_\_

Principal Broker: \_\_\_\_\_ Signature of Principal Broker: \_\_\_\_\_

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### CHANGE IN MLS PARTICIPANT (\$25.00 fee)

**New** Principal Broker/Participant (please print): \_\_\_\_\_

New Principal Broker/Participant Signature: \_\_\_\_\_

Firm Name & Address: \_\_\_\_\_

Home address: \_\_\_\_\_ Home Phone # \_\_\_\_\_

MLS Contact and Listing Email Address: \_\_\_\_\_

MLS Contact and Listing Phone #: \_\_\_\_\_

Real Estate Licenses held by New Principal Broker/Participant:

License #: \_\_\_\_\_ State: \_\_\_\_\_ Type: ☐ Broker ☐ Appraiser Exp. Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

License #: \_\_\_\_\_ State: \_\_\_\_\_ Type: ☐ Broker ☐ Appraiser Exp. Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Previous** MLS Participant: \_\_\_\_\_

Principal Broker: \_\_\_\_\_ Signature of Principal Broker: \_\_\_\_\_

### For REALTOR® Participants Only...

A letter of good standing from your local board of REALTORS® is required before activation in MLS. The letter of good standing must be a current (within 30 days) account of your REALTOR® membership in the local board of REALTORS® and must include the REALTOR® Participant's name, Firm name - as written on the Participation Agreement, REALTOR® member number (NAR) and RE License number.

Local Board/Association Name: \_\_\_\_\_ Date Received: \_\_\_\_\_

Rev. 04/2025



## PARTICIPANT'S AGREEMENT

An individual who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification except otherwise stipulated in the State-Wide MLS Bylaws, shall be eligible to participate in the Service upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.

I, being sole proprietor, duly authorized corporate officer, or partner of Participant's firm do agree to participate in the State-Wide Multiple Listing Service, Inc. (the "MLS") until such agreement is terminated by written notice .

### PARTICIPANT'S DUTIES:

Participant shall comply with the following duties:

#### **1) Licensing Requirements:**

Participant agrees to maintain an active, valid brokers or appropriate appraisal license and to ensure that all Subscribers who are affiliated with the Participant's firm, maintain an active, valid real estate broker's, salesperson's or appraisal license.

#### **2.) Active Engagement in Real Estate:**

Participant's attests that Participant's firm is actively engaged or in good faith holds itself out to be actively engaged in the real estate profession, in one or more of the following real estate activities, for others for compensation: buying, selling, exchanging, counseling, renting or leasing, building, developing or subdividing or appraising.

#### **3.) Compliance with MLS Rules and Fines**

Participant agrees that Participant and all members of Participant's firm (licensed real estate brokers, salesperson, licensed or certified appraisers or appraisal trainees and unlicensed administrators) will comply with the Rules and Regulations and policies of the MLS as established or as amended from time to time, which have been made available to the Participant and are available at all times on the company's website ([www.rirealtors.org](http://www.rirealtors.org)).

#### **4.) Notification of Office Changes:**

Participant agrees to notify The MLS in writing of the opening or acquisition of any office within the geographic area served by The MLS, the closing or relocation of any such existing office, or, if applicable, the REALTOR® status of any such existing office within five (5) days of such change.

#### **5.) Documents for Subscribers and Users:**

Participant will require all Licensees and Users (licensed real estate brokers, salespersons, licensed or trainee appraisers who are employed or affiliated as independent contractors, and unlicensed administrators) who become affiliated with the Participant's firm to enter into an MLS SUBSCRIBER or USER agreement in a form and substance acceptable to the MLS within five ( 5) days of affiliation.

#### **6.) MLS Violations by Subscribers and Users:**

Participant shall be responsible to the MLS for the acts and omissions of each Licensee subscriber and user and shall be responsible for each licensee subscriber and user's compliance with the Rules, Regulations and Policies of the MLS. Participant agrees to notify the MLS within five (5) days of the termination of any licensee subscriber or unlicensed User affiliated with Participant's firm.



**7.) Confidentiality of MLS Data:**

The listing data and historical market data maintained and provided for use by the MLS is proprietary to the MLS and for the sole and exclusive use of the MLS to develop, publish, disseminate and provide to authorized users of the MLS, as determined by the MLS. Use by the Participant or by any agent or member of the Participant's firm is strictly limited to activities authorized and in compliance with the Rules and Regulations of the MLS.

**8.) Unauthorized Access to the MLS:**

Participant is responsible for preventing access to, dissemination of, or use of the MLS data by any non-member individual, entity, office or firm of the MLS, and understands that such improper use will result in severe financial penalty or sanction including, but not limited to, fines of up to **\$1000.00 per day, per occurrence** of such unauthorized use.

**9.) Payment of Fees and Fines:**

Participant agrees on behalf of the Participant's firm that the firm shall unconditionally guaranty to the MLS the punctual payment of all fees, fines, costs and service charges incurred by officers, agents or members of Participant's firm (defined in the MLS Rules and Regulations as PARTICIPANTS, SUBSCRIBERS AND USERS) during participation in the MLS. Should the Participant's firm disassociate from the MLS for any reason The Participant agrees to pay all charges incurred during the participation of Participant's firm in the MLS and that all unpaid charges shall be due and payable in full immediately upon the disassociation of Participant's firm.

**10.) Warranty of Authority:**

PARTICIPANT represents and warrants that Participant has the authority to bind Participant's firm and its affiliated licensees and members to this agreement.

**The undersigned jointly and severally represent and warrant to MLS that the undersigned constitute the principal broker and all of the stockholders of the Participant's firms (if a corporation) or of the partners (if a partnership). The undersigned and each of them, jointly and severally, hereby agree to abide by the bylaws, rules, regulations and policies of the MLS.**

Dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PARTICIPANT/Designated Broker/Head Appraiser -Printed

\_\_\_\_\_  
PARTICIPANT/Designated Broker/Head Appraiser –Signed

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\_\_\_\_\_  
Principal Broker (if different from above) – Printed / Signed

**Others with ownership or financial interest in Participant's FIRM**

\_\_\_\_\_  
Stockholder/Partner -Printed

\_\_\_\_\_  
Stockholder/Partner -Signed



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## SUBSCRIBERS AFFILIATED WITH THE PARTICIPANT'S OFFICE

\_\_\_\_\_ The following licensees are employed by, affiliated with or otherwise licensed with the Participant:  
*Please attach a copy of the license for each of the MLS subscribers listed below*

Name of Licensee (please print)

License number

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\_\_\_\_\_ OR- There are no other licensees associated with my office at this time  
*Subject to verification by the RI Department of Business Regulation*

\_\_\_\_\_  
Designated Broker's signature attesting to the truth of the information on this agreement

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date