



Web: www.rirealtors.org
www.riliving.com

100 Bignall Street
Warwick, Rhode Island 02888
Ph: (401) 785-9898
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REPLACEMENT Agreement to Participate in the State-Wide Multiple Listing Service, Inc.

Effective Date: _____

Office Code: _____

COMPANY NAME CHANGE ONLY (no fee)

New Name of Firm: _____

Previous Firm Name: _____

Address of Firm: _____

City: _____ State: _____ Zip: _____

Mailing Address if different: _____

Telephone #: _____ Fax #: _____

Designated Realtor (please print): _____

Designated Realtor's signature: _____

Principal Broker: _____ Signature of Principal Broker: _____

CHANGE IN DESIGNATED REALTOR/PARTICIPANT (\$25.00 fee)

New Designated Realtor/Participant (please print): _____

New Designated Realtor's Signature: _____

Firm Name & Address: _____

Home address: _____ Home Phone # _____

Real Estate Licenses held by New Designated Realtor/Participant:

License #: _____ State: _____ Type: ___ Broker ___ Appraiser Exp. Date ___ / ___ / ___

License #: _____ State: _____ Type: ___ Broker ___ Appraiser Exp. Date ___ / ___ / ___

Previous Designated Realtor/Participant: _____

Principal Broker: _____ Signature of Principal Broker: _____

Local Board/Association of REALTORS staff signed Certification: (or attach a letter of good standing)

I, _____, Title: _____

Of: _____ (local board/Assoc.) do certify that the above individual is an active **Realtor Participant** in good standing in said Local Board/Assoc. of REALTORS.



PARTICIPANT'S AGREEMENT

A REALTOR who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification except otherwise stipulated in these 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 and also being individually, an active DESIGNATED REALTOR member of the _____ Board of REALTORS, 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).

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 or the closing or relocation of any such existing office, within five (5) days of such change.

5.) Realtor Membership:

Participant agrees to maintain a full REALTOR® membership in good standing with the Local Board/Association of Realtors of Participant's choice. Participant also agrees to verify that each licensee affiliated with Participant's Firm has and maintains an active REALTOR membership in Participant's Local Board/Association of Realtors.

6.) 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.

7.) 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 Polices 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.



8.) 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.

9.) 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.

10.) 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.

11.) 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 Tax ID or Social Security Number

PARTICIPANT/Designated Broker/Head Appraiser –Signed

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

Others with ownership or financial interest in Participant’s FIRM

_____/_____/_____
Stockholder/Partner -Printed Tax ID or Social Security Number

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ **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



MLS DIRECT PAY AUTHORIZATION

I, the undersigned, authorize the State-Wide Multiple Listing Service (MLS) to automatically charge my credit card account for the following MLS fees billed to me **through any active RI MLS office which I am associated with.**

MLS Monthly fees

MLS Monthly Office fee* <u>billed only to the Designated Realtor/Managing Broker or Appraiser of Office</u>	\$40.00
MLS Monthly Licensee fee - billed to <u>all</u> licensees	\$30.00
New Access Activation fee (<u>one-time</u> fee billed to <u>new</u> MLS members only)	\$100.00

MLS fees for optional services that have been authorized by the member

MLS photo fees, MLS IDX & Data Feed fees, MLS Team fees, MLS Admin fees, RICIE subscription fees, RILiving Web service fees and any other applicable fees in member account.

MLS fines and fees incurred by member for violations of MLS Rules and Regulations

Late listing entry fees, photo fines, late sold fines, listing fines in accordance with MLS policy and rules that do not exceed \$50.00, or a fine in excess of \$50 that has not been disputed in writing within 30 days, in accordance with the intent to fine notification.

I understand and agree that MLS will use my credit/debit card information to process a monthly automatic payment before the 5th of each month. This authority will go into effect as of "date authorized" and will remain in full force and effect until such time MLS receives 30 days advance written notification of its termination. These charges will appear on my credit card statement under the name "Realtor Association/MLS". An auto generated receipt will be emailed and will serve as notice of the status of the payment. Please check your receipt!

I understand and agree that I have sole responsibility to update MLS with changes to payment information (new number or change in expiration date). Payments that cannot be successfully processed and fall past due will accrue against the office account and may cause MLS office access to become suspended. Suspended access may take up to 2 business days to reinstate. Late fees will accrue against invoices over 45 days old.

Unless specified by checking below, all unpaid invoices in member account will be paid with the execution of this agreement.

Please do not pay past invoices but begin direct pay on the billing cycle beginning: _____

Date Authorized: _____

Member's Name: _____ Agent ID: _____
PLEASE PRINT

Member's Current Office: _____ Office Code: _____

Email Address: _____ Contact Phone#: _____

By signing below, you are acknowledging your authorization of the terms of this agreement

Signature of Member: _____

Cardholders Name if different from above: _____
PLEASE PRINT

Signature of Cardholder if different from above: _____

Card Number: _____ PLEASE PRINT CLEARLY AND INCLUDE SPACES (I.E. - 5555 5555 5555 5555) ___Visa ___MC ___Amex **Exp. Date:** _____
CHECK ONE