

Southern Adirondack REALTORS®, INC.

A Voice for Real Estate Since 1959

Thank you for your interest in joining SAR!

Attached you will find TWO application forms (Association & MLS)which must both be completed in their entirety and submitted with payment in order to facilitate further processing.

Our association office is happy to quote you membership package rates since some fees are pro-rated on a monthly basis. Please let us know the exact month you wish to join so we can provide the correct information. Please note, dues and MLS fees are not pro-rated by the day, only the month, so for example, joining mid-month will incur payment for that full month. Dues and fees are non-refundable.

Once your application has been filled out, please attach a copy of your NY State Real Estate License (front and back).

If paying by check, two checks will be needed. One payable to Southern Adirondack REALTORS ,Inc and the other payable to Global MLS since they are two separate companies but service SAR members.

Check list:

- ___ Completed and signed SAR association membership application

- ___ Completed and signed Global MLS Subscriber (agent) or Participant (broker) agreement
Subscribers must have broker also sign in appropriate areas of MLS agreement

- ___ Copy of NY State Real Estate License attached to SAR application packet

- ___ Payment information. Credit card payments may be made over the phone, 518-798-3425.
 - We gladly accept MC/Visa/Discover or American Express for payment. Receipt will be emailed.
 - Receipts are provided for cash or check payments

Completed packets may be scanned and emailed to [AE@ SouthernADKRealtors.org](mailto:AE@SouthernADKRealtors.org).

Sincerely yours,
Luisa Craige-Sherman
Association Executive/CEO

296 Bay Road • Queensbury, NY 12804 PH: 518-798-3425 • FX: 518-798-0554

SouthernAdirondackRealtors.org SouthernADKMLS.com



REALTORS - is a registered trademark which identifies a professional in real estate who subscribes to a strict Code of Ethics as a member of the NATIONAL ASSOCIATION OF REALTORS





296 Bay Road, Queensbury NY
PH: 518-798-3425
FX: 518-798-0554

APPLICATION FOR REAL ESTATE ASSOCIATION MEMBERSHIP

- All applicants are required to complete Section I and Section IV. Section III is optional. All pages must be returned.
- Applicants for REALTOR® membership who are principles, partners, corporate officers or branch office managers must also complete Section II.

SECTION I

Applicants Name: _____ Email Address: _____

(Please fill in both home and business addresses. NOTE: Email above will be used as the primary email address for all billing and correspondence purposes. If you change your email address at any time you must inform the SAR office. We are not responsible for missed correspondence)

Home Address: _____ Town/City: _____ State: _____ Zip: _____

Cell Phone: _____ Home Phone: _____

Business Address: _____ Town/City: _____ State: _____ Zip: _____

Business Phone: _____ Fax Number: _____

Name exactly as it appears on Real Estate license: _____ (Please print)

Real Estate License Number: _____ License Expiration Date: ____/____/____

[Please attach photocopy of New York State Brokers, Associate Broker or Salesperson License]

Birth Month (month only): _____

License Type: [] Broker [] Associate Broker [] Salesperson [] Appraiser [] Other--Please specify _____

Name of Firm: _____

Please select one: [] Sole Proprietor [] DBA [] Partnership [] Corporation

Applicant's position with the firm: [] Principal [] Partner [] Corporate Officer [] Branch Office Manager
[] Employee [] Independent Contractor [] Other; _____

I hereby apply for REALTOR® (Primary, Secondary or Designated) membership in the above named Association, and enclose my check in the amount of \$_____, which I understand will be returned to me in the event I am not accepted to membership. In the event my application is approved, I agree as a condition to membership to complete the New Member Orientation program as prescribed by the Association, if any, and otherwise on my own initiative to thoroughly familiarize myself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, INC., including the duty to arbitrate business disputes in accordance with the Code of Ethics and Arbitration Manual of the board and the constitution, bylaws and rules and regulations of the above named Association, the state association and the National Association, and I further agree to complete satisfactorily a reasonable and nondiscriminatory written examination covering such Code, constitution, bylaws, rules and regulations and duty to arbitrate. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, constitution, bylaws, rules and regulations, and duty to arbitrate, all as from time to time amended. Finally, I consent and authorize the Association, through its Membership Committee or otherwise, to invite and receive information and comments about me from any member or other person, and I agree that any information and comment furnished to the Association by any member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel or defamation of character.

Completed & signed forms may be emailed to AE@SouthernADKRealtors.org; Faxed to 518-798-0554 or mailed/delivered to our office located at 296 Bay Road, Queensbury NY 12804. Membership applications are only processed once payments have been received. Dues are non-refundable. Phone 518-798-3425 with any questions.

NOTE: Applicant acknowledges that the Association will maintain a membership file of information which may be shared with other Associations where applicant subsequently seeks membership. This file shall include: previous applications for membership; all final findings of Code of Ethics violations and violations of other membership duties within the past three (3) years; pending complaints alleging violations of the Code of Ethics or alleging violations of other membership duties; incomplete or pending disciplinary measures; pending arbitration requests; and information related to unpaid arbitration awards or unpaid financial obligations to the Association or its MLS.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®.

Are you a member of an institute, society or council affiliated with the NATIONAL ASSOCIATION OF REALTORS? []Yes []no

If yes, please indicated name of affiliated institute, society or council: _____

NOTE: An applicant for Institute Affiliate Membership shall supply to the Membership Committee evidence that applicant holds a professional designation awarded by a qualified Institute, society or council affiliated with the NATIONAL ASSOCIATION OF REALTORS® that addresses a specialty area other than residential brokerage or who otherwise holds a class of membership in such Institute, society or council that confers the right to vote or hold office and shall agree, if elected to membership, to abide by the constitution, bylaws and rules and regulations of the local board, the state association and the NATIONAL ASSOCIATION OF REALTORS® INC.

Please list any professional designations you hold: _____

Do you hold, or have you ever had, a real estate license in any other state? [] Yes []No

If YES, please specify the name of state and license number: _____

Has your real estate license, in this or any other state, ever been suspended or revoked? []Yes []No

If YES, specify the place(s) and date(s) of such action, and detail the circumstances relating thereto: (attach a separate sheet if necessary)

Are there now any pending or unresolved complaints, or have there been within the past 3 years, any complaints against you or the firm with which you have been associated before any state real estate regulatory agency or any other agency of government? []Yes []No

If YES, please specify the substance of each complaint in each state, the agency before which the complaint was made, and the current status or resolution of such complaint: (attach separate sheet if necessary)

Have you ever been convicted of a felony? []Yes []No

If YES, please give details including state and court of conviction: (attach separate sheet if necessary)

Are you currently a member of another Real Estate Board or Association which is affiliated with the NATIONAL ASSOCIATION OF REALTORS®, INC OR have you ever held membership in another board or association? []Yes []No

If YES, please list each board and association where membership was held, type of membership held, and approximate dates of membership: _____

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If you have a NRDS # please include here: _____

Have you ever been a User or Subscriber in a Multiple Listing Service which is owned and operated by a board or association affiliated with the NATIONAL ASSOCIATION OF REALTORS[®], INC.? Yes No

if YES, please list the name of each MLS and the approximate dates of participation: _____

SECTION II -TO BE COMPLETED BY BROKER APPLICANTS ONLY (or may be filled out by Branch Office Managers)

Please indicate the category of membership for which you are applying:

Institute Affiliate Affiliate Public Service Honorary

Please use the following checked address (as indicated at the beginning of this application) for all mailing and communication purposes.

Home Address/Phone and Email

Business Address/Phone and Email

State the names and titles of all other principals, partners, or corporate officers of your firm:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

List names & addresses of all branch offices or other real estate firms in which you are a principal, partner or corporate officer:

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Are you, or is any real estate firm in which you are a sole proprietor, general partner or corporate officer involved in any pending bankruptcy or insolvency proceeding or have you or any real estate firm in which you are a sole proprietor, general partner or corporate officer been adjudged bankrupt in the past three (3) years? Yes No

If YES, specify the place(s) and date(s) of such action, and detail the circumstances relating thereto: (attach separate sheet if needed)

NOTE: Applicant acknowledges that if the applicant or any real estate firm in which the applicant is sole proprietor, general partner, or corporate officer is involved in any pending bankruptcy or insolvency proceedings or has been adjudged bankrupt in the past three (3) years, the Association may require, as a condition of membership, that the applicant pay cash in advance for Association and MLS fees for up to one (1) year from the date that membership is approved or from the date that the applicant is discharged from bankruptcy (whichever is later) or, in the event that bankruptcy proceedings are initiated subsequent to obtaining membership in the Association, that the member may be placed on a "cash basis" from the date that bankruptcy is initiated until one (1) year from the date that the member has been discharged from bankruptcy.

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SECTION III *(Completion of this section is not required, however it will assist the Association in establishing historical data regarding its members. Information furnished under Section V will not be used in evaluating an applicant's qualifications for membership)*

First entered the real estate business on _____ [date] at _____ [city] _____ [state]

Have you engaged continuously in the business since that time? <input type="checkbox"/> Yes		<input type="checkbox"/> No If NO, during what years were you in the business? _____	
Please indicate how many years you have been active in the profession: _____ years as a Salesperson		_____ years as a Broker _____ Other	
Please check any of the following committees which you would like more information about to possibly become active with as part of the Association:			
<input type="checkbox"/>	<input type="checkbox"/> Bylaws	<input type="checkbox"/>	<input type="checkbox"/> Community Relations/Outreach
<input type="checkbox"/>	<input type="checkbox"/> Public Relations	<input type="checkbox"/>	<input type="checkbox"/> Legislative Affairs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Education/Member Services
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Grievance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Scholarship
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> MLS Operations

Are you a member of, or have you ever held membership in a real estate board NOT affiliated with the NATIONAL ASSOCIATION OF REALTORS, ?

Yes No

If YES, please provide name of association, type of membership held and dates:

SECTION IV--MEMBERSHIP AGREEMENT *(All applicants must complete for membership)*

I (*Print Name*) _____ agree as a condition of membership in the Southern Adirondack REALTORS, Inc. to abide by all relevant bylaws, MLS rules and regulations and other obligations of membership, including payment of dues. I further agree to be bound by the Code of Ethics on the same terms and conditions as board/association members, as established in the Code of Ethics and Arbitration Manual, including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS in accordance with the established procedures of the board/association. I understand that a violation of the Code of Ethics may result in suspension or termination of association membership and MLS rights and privileges and that I may be assessed an administrative processing fee not to exceed \$500 which may be in addition to any discipline, including fines, that may be imposed

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Association, I shall pay the fees and dues as from time to time established. **NOTE: Payments to the Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense.** By signing below, I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership. I also agree and understand that from time to time the association may take photos at association events and special functions and that by signing this agreement I am allowing any photos that include my image to be used for publication on behalf of the association in print and electronically without any financial enumeration to me.

I agree that, if accepted for membership in the Southern Adirondack REALTORS, Inc., I will pay the fees and dues as from time to time established and there are no refunds. I further agree to attend any mandatory orientation programs for new members as outlined in the bylaws.

DATE _____ SIGNATURE _____

(Applicant's usual form of signature)

For office use only: Payment Rec'd: DATE: _____ () Ck () CC Processed: OL _____ IO _____ Board Action Date: _____

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GLOBAL MLS, Inc.

451 New Karner Road, Albany, NY 12205

Participant Agreement

This **AGREEMENT** is made and entered into by Global Multiple Listing Service, Inc. ("**GLOBAL MLS**"), with offices at 451 New Karner Road, Albany, NY 12205; and _____ ("**Firm Participant**"), with offices at _____.

DEFINITIONS AND USAGE.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

GLOBAL MLS Affiliates: GLOBAL MLS Affiliates means GLOBAL MLS and its officers, directors, employees, agents, representatives, licensors and shareholders.

GLOBAL MLS Database: All data available to Firm Participant on the GLOBAL MLS System, including the Participant Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

GLOBAL MLS Policies: GLOBAL MLS's then current bylaws, rules and regulations, and policies and procedures adopted by GLOBAL MLS's board of directors or authorized delegates, as GLOBAL MLS amends them from time to time.

GLOBAL MLS Service: The services GLOBAL MLS provides to Firm Participant under this Agreement and similar services GLOBAL MLS provides to third parties under similar agreements, including any access or license to the GLOBAL MLS Software, the GLOBAL MLS Database, and the GLOBAL MLS System.

GLOBAL MLS Software: GLOBAL MLS's proprietary web browser interface(s) to the GLOBAL MLS System.

GLOBAL MLS System: The aggregate of all hardware and telecommunications systems that GLOBAL MLS maintains, or that GLOBAL MLS contractors maintain on its behalf, in order to make access to the GLOBAL MLS Database available to Firm Participant.

Individual Participants: With regard to each office of Firm Participant, the individual responsible for Firm Participant's conduct under GLOBAL MLS Policies that is a "participant" as that term is defined in the GLOBAL MLS Policies.

Other Participants and Subscribers: All participants and subscribers of GLOBAL MLS not party to this Agreement, including Firm Participants' employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

Participant Contribution: All data that the Subscribers submit, contribute, or input in the GLOBAL MLS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered.

Saved Information: Information that Subscribers store in the GLOBAL MLS System for their own later use that is not intended by them to be available to Other Participants and Subscribers, including client prospect and contact information.

Schedule of Fees: GLOBAL MLS's document that establishes the fees for GLOBAL MLS Service.

Subscribers: Firm Participant's employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

2. **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(a) Wherever the term "including" is used, it means, "including, but not limited to."

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable.

(c) Wherever the term "law" is used, it means all statutes, regulations, and case law, both state and federal, as they are amended. Without limiting the generality of the foregoing, "law" expressly includes all state and federal fair housing statutes and regulations.

GLOBAL MLS'S OBLIGATIONS.

3. Subject to the terms and conditions of this Agreement and the GLOBAL MLS Policies, GLOBAL MLS shall provide one unique user ID and password to each of the Subscribers that is authorized to obtain access to the GLOBAL MLS service by virtue of this Agreement or another license agreement; and Individual Participants for which Firm Participant is responsible shall have all rights and obligations of a participant in GLOBAL MLS as set forth in the GLOBAL MLS Policies. The user ID and password will provide Individual Participants access to all data and functions in the GLOBAL MLS Service to which Individual Participants are entitled under the GLOBAL MLS Policies. GLOBAL MLS makes no warranties, however, that the GLOBAL MLS Service will be available at all times.

FIRM PARTICIPANT'S ACKNOWLEDGMENTS.

4. **Modifications to service.** GLOBAL MLS may, but is not required to, modify the GLOBAL MLS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the GLOBAL MLS Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control.** GLOBAL MLS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the GLOBAL MLS Database or the Participant Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, GLOBAL MLS may take any steps necessary in its judgment, including deleting the Participant Contribution or portions thereof, to avoid or remedy any violation of law, breach of the GLOBAL MLS Policies or infringement of intellectual property right. Additionally, GLOBAL MLS shall have the right to alter and/or remove metadata and copyright management information contained in the Participant Contribution.

6. **Conditions of service.** Firm Participant must at all times have an Individual Participant designated for each office. Firm Participant shall ensure that at all times Individual Participants for which Firm Participant is responsible under this Agreement satisfy the prerequisites for participation in the GLOBAL MLS Service. The prerequisites are set out in the GLOBAL MLS Policies; at present, they include a requirement that Individual Participants either (a) hold a real estate broker's license, be actively engaged in real estate brokerage, and offer and receive offers of compensation from other brokerage firms; or (b) be licensed or certified by an appropriate regulatory agency to engage in the appraisal of real property. Individual Participants must maintain active membership in a REALTOR® association at all times during the term of this Agreement. Subscribers may enter and retrieve active listing information on the GLOBAL MLS Service only if Firm Participant offers compensation to or accepts compensation from other principal brokers.

7. **Saved Information.** Saved Information may not always be available to Firm Participant and may become available to unauthorized persons. GLOBAL MLS is not liable for unauthorized access to or loss of Saved Information. Firm Participant is responsible for retention of any

GLOBAL MLS, Inc.

451 New Karner Road, Albany, NY 12205

Participant Agreement

information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. **Disclosure to third parties.** GLOBAL MLS reserves the right to distribute to third parties certain information about Firm Participant, including Firm Participant's and Individual Participants' names and business addresses, phone numbers and email addresses. GLOBAL MLS reserves the right to distribute to third parties aggregated information about Firm Participant's, Individual Participants, and Other Participants' and Subscribers' use of the GLOBAL MLS Service, but not about Firm Participant's or Individual Participants' use specifically.

9. **Disclosure to government.** Firm Participant acknowledges that GLOBAL MLS may provide government agencies access to the GLOBAL MLS Service at any time in GLOBAL MLS's sole discretion.

10. **Priority of agreements.** Firm Participant must enter into this Agreement before any Subscriber may obtain access to the GLOBAL MLS Service.

11. **If Firm Participant is an appraisal firm,** Firm Participant acknowledges that certain information in the GLOBAL MLS Database, including information about listings currently for sale, may be withheld from Firm Participant and Individual Participants pursuant to the GLOBAL MLS Policies.

12. **IDX and VOW data access subject to separate agreement.** Firm Participant acknowledges that access to GLOBAL MLS's IDX or VOW database and data feeds can occur only subject to a separate written agreement between GLOBAL MLS, Firm Participant and Subscriber, as applicable.

FIRM PARTICIPANT'S OBLIGATIONS.

13. **Use limited.** Firm Participant shall use the GLOBAL MLS Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate, strictly as permitted by the GLOBAL MLS Policies. Except as expressly provided in this Agreement and the GLOBAL MLS Policies, Firm Participant shall not copy, create derivative works of, distribute, perform, or display the GLOBAL MLS Service or any part of it, except the Participant Contribution.

14. **Confidentiality.** Firm Participant shall maintain the confidentiality of its user ID and password. GLOBAL MLS issues each Subscriber a separate ID and password, and Participant must not facilitate sharing of passwords among Subscribers. Firm Participant shall ensure that the Subscribers maintain the confidentiality of their user IDs and passwords and that no one but authorized Subscribers obtains access to the GLOBAL MLS Service or any part of it. To maintain the confidentiality of all user IDs, passwords, the GLOBAL MLS Database, and the GLOBAL MLS System, Firm Participant shall take the greater of reasonable care or the care it takes to protect its own confidential information. Failure to comply with this provision will result in a significant fine, as set forth in the GLOBAL MLS Policies. Firm Participant may disclose information confidential under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, the disclosing Firm Participant first gives reasonable notice to GLOBAL MLS to permit GLOBAL MLS to seek a protective order.

15. **Equipment.** Firm Participant shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the GLOBAL MLS Software, necessary for Participant's use of the GLOBAL MLS Service.

16. **Participant Contribution.** With regard to any Subscriber making a Participant Contribution to the GLOBAL MLS Service, Firm Participant warrants that the information submitted complies with the GLOBAL MLS Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and

required listing types; and (d) procedures for submission. Firm Participant warrants that the Participant Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation or proceeding pending or threatened with respect to the Participant Contribution.

17. **Subscriber agreements.** Firm Participant shall ensure that each Subscriber who will have access to the GLOBAL MLS System or GLOBAL MLS Database enters into a Subscriber agreement with GLOBAL MLS. Firm Participant is liable for all fees due under each Subscriber agreement.

18. **Subscriber supervision.** Firm Participant shall ensure that all Subscribers comply at all times with the GLOBAL MLS Policies and with applicable laws. Firm Participant is liable for any Subscriber's breach of any agreement between the Subscriber and GLOBAL MLS relating to the GLOBAL MLS Service or violation of any of the GLOBAL MLS Policies as if Firm Participant had committed it.

19. **List of Subscribers.** Firm Participant shall ensure GLOBAL MLS has a current list of all of Subscribers; Firm Participant shall inform GLOBAL MLS in writing of any change in the Subscribers within 24 hours of the change.

20. **Accurate information.** Firm Participant warrants that the Subscribers have used and will use reasonable care to ascertain the accuracy of the Participant Contribution and its compliance with all laws. Firm Participant shall ensure that any changes to the Participant Contribution are made on the GLOBAL MLS System within such time, as GLOBAL MLS shall provide in the GLOBAL MLS Policies. Pursuant to the GLOBAL MLS Policies, Firm Participant shall provide to GLOBAL MLS all documentation GLOBAL MLS requests of Firm Participant to ascertain Firm Participant's compliance with this Agreement.

INTELLECTUAL PROPERTY.

21. **Election regarding copyrights in Participant Contributions.** Firm Participant must elect from the following options. If no election is indicated, or if both options are checked, then Participant is deemed to have selected Option 2.

OPTION I

(a) **Assignment from Participant.** Firm Participant hereby unconditionally assigns to GLOBAL MLS all right, title and interest in the Participant Contribution, including, without limitation, any copyrights therein under U.S. and international copyright law; Firm Participant warrants that it has the authority to make this assignment. Firm Participant acknowledges that once it has made the election agreeing to this section, all copyrights in all portions of the Participant Contribution, whether submitted prior to or after executing this Agreement, shall irrevocably vest in GLOBAL MLS.

(b) **GLOBAL MLS Obligations.** GLOBAL MLS hereby grants to Firm Participant a non-exclusive, perpetual, world-wide, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution and those portions of the GLOBAL MLS Database relating to Firm Participant's listings. GLOBAL MLS shall make quarterly registrations of the GLOBAL MLS's copyrights in the GLOBAL MLS Database; GLOBAL MLS shall employ reasonable efforts to detect and hinder third parties using the Participant Contribution without Firm Participant's permission.

OPTION II

GLOBAL MLS, Inc.

451 New Karner Road, Albany, NY 12205

Participant Agreement

(a) **License from Participant.** Firm Participant hereby grants to GLOBAL MLS a non-exclusive, perpetual, worldwide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution. Firm Participant warrants that it has the authority to grant this license.

(b) **GLOBAL MLS has no obligations to protect.** Firm Participant acknowledges that: (i) GLOBAL MLS makes no grant of license or assignment to Firm Participant of any rights in the GLOBAL MLS Database except as set forth in paragraph 22; (ii) GLOBAL MLS will make no effort to register the copyrights in the Participant Contribution, and Firm Participant will be responsible for all costs and efforts associated with registration; (iii) timely copyright registration is a prerequisite to suing a copyright infringer, and is necessary in order to obtain certain remedies available under the U.S. Copyright Act; (iv) **GLOBAL MLS will employ no efforts whatsoever to detect or hinder third parties using the Participant Contribution without Firm Participant's permission;** (v) GLOBAL MLS will make no effort to secure for Firm Participant the right to use copyright works created by Subscribers or third parties.

22. **Other licenses.** GLOBAL MLS hereby grants Firm Participant a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Agreement to use the GLOBAL MLS Software and the GLOBAL MLS Database (excluding the Participant Contribution) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Agreement and the GLOBAL MLS Policies and only to deliver real estate brokerage or appraisal services to Firm Participant's bona fide customers. All uses of the Licensed Materials not expressly authorized in this Agreement and the GLOBAL MLS Policies are prohibited. Title to the Licensed Materials remains at all times in GLOBAL MLS and shall not pass to Firm Participant.

23. **Further Participant warranty.** Firm Participant warrants that (a) the Participant Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Firm Participant has the written consent of any party necessary to provide the Participant Contribution to GLOBAL MLS.

24. **Limitations on use by GLOBAL MLS.** GLOBAL MLS agrees during the term of this Agreement not to license or distribute the Participant Contribution to any third party that is not a real estate brokerage or appraisal subscriber to the GLOBAL MLS Service if Firm Participant has indicated in writing its desire to withhold the Participant Contribution from such third party after GLOBAL MLS has provided notice of its intention to provide the Participant Contribution to the third party. For purposes of the previous sentence, brokers participating in any MLS in a data sharing relationship with GLOBAL MLS that includes an offer of interbroker compensation are subscribers to the GLOBAL MLS Service.

FEES AND PAYMENT TERMS.

25. **Applicable fees.** Firm Participant shall pay the fees set forth in GLOBAL MLS's official Schedule of Fees, which GLOBAL MLS may amend at any time subject to the terms of Paragraph 29.

26. **Payment terms.** Firm Participant shall pay the fees according to the terms set out in the GLOBAL MLS Policies.

27. **No refunds.** GLOBAL MLS need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the GLOBAL MLS Policies provide otherwise. Initiation fees, if any, are not refundable.

28. **Taxes.** All fees for the GLOBAL MLS Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Firm Participant shall pay all such taxes and levies other than any tax or levy on the net income of GLOBAL MLS.

29. **Fee increases.** GLOBAL MLS may amend the Schedule of Fees at any time at its sole discretion. GLOBAL MLS shall provide written notice to Participant at least thirty days in advance of the effective date of any fee increase. If Participant objects to the increase, Participant may terminate this Agreement by written notice to GLOBAL MLS at any time before the effective date of the increase.

30. **Fines.** GLOBAL MLS may collect fines from Firm Participant and from Individual Participants for violation of the GLOBAL MLS Policies by Firm Participant, Individual Participant and Subscribers. Payment terms for fines are set out in the GLOBAL MLS Policies. GLOBAL MLS may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

TERM AND TERMINATION.

31. **Term.** This Agreement shall commence upon the Effective Date set forth below and shall continue thereafter on a month-to-month basis until terminated.

32. **Termination for breach.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of three days after written notice to the breaching party if the breach or nonperformance has not then been remedied.

33. **Termination for breach of GLOBAL MLS Policies.** Paragraph 32 notwithstanding, GLOBAL MLS may terminate this Agreement if Firm Participant fails to comply with the GLOBAL MLS Policies; if Firm Participant violates or is alleged to have violated the GLOBAL MLS Policies, this Agreement shall not be terminated in accordance with the terms of this section until any hearing or appeal rights of Firm Participant have expired as provided in the GLOBAL MLS Policies. If in GLOBAL MLS's judgment, however, a violation or alleged violation of the GLOBAL MLS Policies is resulting in a continuing harm to GLOBAL MLS or Other Participants or Subscribers, GLOBAL MLS may suspend Firm Participant's access to the GLOBAL MLS Database during the pendency of any hearing or appeal.

34. **Termination for failure to pay.** In the event Firm Participant fails to pay any fees required under this Agreement, GLOBAL MLS may terminate service without being subject to arbitration. In its sole discretion, GLOBAL MLS may suspend its performance under this Agreement rather than terminating it, in the event that Firm Participant fails to pay any fees required under this Agreement.

35. **Termination for convenience.** Either party may terminate this Agreement with or without cause, upon thirty days' written notice to the other party.

36. **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (a) GLOBAL MLS shall deactivate Firm Participant's and Individual Participants' user ID and password, and Firm Participant and Individual Participants shall have no further access to the GLOBAL MLS Service; (b) Firm Participant shall purge all copies of the GLOBAL MLS Software and the GLOBAL MLS Database (except the Participant Contribution) from Firm Participant's personal computers, and shall cause Individual Participants and Subscribers to do the same; and (c) all licenses granted hereunder, except the license to the Participant Contribution in Paragraph 21 Option I(b) and Paragraph 21 Option II(a), if any, shall immediately terminate.

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37. **Effect on Subscribers.** In the event of any termination or suspension of this Agreement, upon GLOBAL MLS notice to Subscriber, GLOBAL MLS may in its sole discretion suspend Subscriber access to GLOBAL MLS System or terminate Subscriber license and access agreements. If GLOBAL MLS does not exercise its right to suspend Subscriber access to the GLOBAL MLS System or terminate Subscriber license and access agreements, the Subscriber license and access agreement shall continue in force with the intellectual property option selected by Firm Participant in the terminated agreement.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

38. **DISCLAIMER OF WARRANTIES.** GLOBAL MLS PROVIDES THE GLOBAL MLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE GLOBAL MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE GLOBAL MLS SERVICE ARE AT THE SOLE RISK OF FIRM PARTICIPANT. THE GLOBAL MLS AFFILIATES DO NOT WARRANT THAT THE GLOBAL MLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE GLOBAL MLS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE GLOBAL MLS SERVICE. THE GLOBAL MLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE GLOBAL MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE GLOBAL MLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The GLOBAL MLS Service may contain hyperlinks to web sites operated by parties other than GLOBAL MLS; GLOBAL MLS does not control such web sites, is not responsible for their contents, does not endorse the sites or contents, and may have no relationship with the sites' operators.

39. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** NONE OF THE GLOBAL MLS AFFILIATES SHALL BE LIABLE TO FIRM PARTICIPANT OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE GLOBAL MLS SERVICE, INCLUDING RELIANCE BY ANY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE GLOBAL MLS SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE GLOBAL MLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE GLOBAL MLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

40. **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL GLOBAL MLS BE LIABLE TO FIRM PARTICIPANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT HAS PAID GLOBAL MLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

41. **Indemnification.** Firm Participant shall defend, indemnify and hold the GLOBAL MLS Affiliates and Other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the GLOBAL MLS Affiliates or Other Participants and Subscribers arising from any acts of Subscribers, including (a) putting inaccurate information into the GLOBAL MLS Service; (b) making unauthorized use of Subscriber's password; (c) making unauthorized use of the GLOBAL MLS Database; (d) infringing any proprietary or contract right of any third party;

(e) breaching any warranty under this Agreement; and (f) violating this or any other Agreement or any law.

42. **Acknowledgment.** Firm Participant acknowledges that GLOBAL MLS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

DISPUTES AND REMEDIES.

43. **Injunctive relief.** Firm Participant acknowledges and agrees that the GLOBAL MLS Software and GLOBAL MLS Database are confidential and proprietary products of GLOBAL MLS and that in the event there is an unauthorized disclosure of them by Firm Participant, no remedy at law will be adequate. Firm Participant therefore agrees that in the event of such unauthorized disclosure of GLOBAL MLS Software or GLOBAL MLS Database, GLOBAL MLS may obtain injunctive relief or other equitable remedies against Participant in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

44. **Dispute resolution.** In the event GLOBAL MLS claims that Firm Participant has violated the GLOBAL MLS Policies, GLOBAL MLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the GLOBAL MLS Policies, provided MLS does not also base a claim that Firm Participant has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 34, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Albany County, New York, except that it may be held by telephone where the Arbitration Rules expressly so permit. Firm Participant agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Albany County, New York.

45. **Liquidated damages.** Firm Participant acknowledges that damages suffered by GLOBAL MLS from access to the GLOBAL MLS Service by an unauthorized third party as a result of disclosure of Firm Participant's password or an unauthorized disclosure by Firm Participant of the GLOBAL MLS Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to GLOBAL MLS to enter into this Agreement with Firm Participant, Firm Participant agrees that (a) in the event that any disclosure of Firm Participant's or Individual Participants' password results in access to the GLOBAL MLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Firm Participant shall be liable to GLOBAL MLS for liquidated damages in the amount of \$5,000 (or the amount established in the GLOBAL MLS Policies, whichever is greater) and termination of this Agreement; and (b) in the event that Firm Participant makes unauthorized disclosure of any portion of the GLOBAL MLS Database to any third party, Firm Participant shall be liable for liquidated damages in the amount of \$5,000 (or the amount established in the GLOBAL MLS Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

46. **Legal fees.** In the event of legal action or arbitration between GLOBAL MLS and Firm Participant, or GLOBAL MLS and any Subscriber, on account of or in respect to this Agreement, the prevailing

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party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration. If GLOBAL MLS is the prevailing party in an action against a Subscriber, Firm Participant shall be obligated to pay these costs on the Subscriber's behalf.

MISCELLANEOUS.

47. **No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by GLOBAL MLS and Firm Participant, and this Agreement shall not create or be construed to create any rights in any homeowner, home seller, home purchaser, board or association, or other third party.

48. **Interpretation and amendment.** Firm Participant expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). GLOBAL MLS may amend this agreement by providing 30 days' advance notice of the amendment to Firm Participant. If Firm Participant or any Subscriber continues to use the GLOBAL MLS Service or GLOBAL MLS Database after the expiration of the 30-day notice period, Firm Participant will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

49. **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Firm Participant. Any purported assignment in contravention of this section is null and void.

50. **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. 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. The foregoing notwithstanding, if a court of competent jurisdiction declares any provision of Paragraphs 38 through 42 invalid or unenforceable, this Agreement and Firm Participant's access to the GLOBAL MLS Service shall immediately terminate.

51. **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contacts made and performed in New York, without regard to its conflicts of law and choice of law provisions.

52. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

Having read this Agreement, the parties express their will to be bound by its terms by setting their signatures below.

As Participant in the GLOBAL/Global MLS system you are required to have your own ID and Password to log on.

- To be in the MLS, you must either be a member of The Greater Capital Association of REALTOR or provide a letter of good standing to the office before an application will be processed.
- You agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of membership in the GLOBAL MLS.
- You have received and will review the GLOBAL MLS Bylaws and Rules and Regulations and agree to abide by the provisions set forth therein. *(You will receive this in an email once membership is accepted.)*
- You will pay dues annually, **All dues and fees are non-refundable.**

Once completed, please get the application back to GLOBAL MLS for your ID and PW to be generated.

Name: _____

Address: _____

Brokerage: _____

Brokerage Address or office MLS #:

Contact #: _____ Email: _____

NYS RE License #: _____ License Type:

Do you hold a Real Estate License elsewhere? _____ If so where?

Your Primary Board of REALTORS? _____ GCAR 2ndary?

I hereby certify that the information furnished by me is true and correct, and failure to provide complete and accurate information, or any misstatement of fact, shall be grounds for revocation of my membership. I consent to being contacted by GCAR and GLOBAL MLS, at the above addresses and any others given in the future. I agree that I will update my contact information as it changes. This consent

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recognizes that state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Date: _____ Applicant Signature: _____