

The undersigned Oregon licensed real estate Principal Broker or Appraiser hereby applies for Membership in the Salem Multiple Listing Bureau, an Oregon corporation, doing business as Willamette Valley MLS ("WVMLS" herein). **By signing this Application and, if membership is granted, I agree that:**

1. **I have received and read the Bylaws and Rules of WVMLS and agree to abide by the terms and conditions thereof and to fulfill all of my membership obligations.** I agree that in the event of a conflict between the provisions of this Application and the Bylaws and Rules of WVMLS, it shall be the provisions of the Bylaws and Rules, as may be amended from time to time, that shall take precedence over the provisions of this Agreement. **I understand Membership is personal and cannot be sold, leased, transferred, bequeathed or assigned.** (Bylaws and Rules are available at wvmls.com.)
2. **I have received and read the Service Agreement and I will require all of my licensees to execute a Service Agreement.** I agree I am primarily responsible for and guarantee the performance by each of my licensees and employees of each and every obligation under the Bylaws and Rules of WVMLS. I will not share with or allow the use by any person any of the benefits of my Membership in WVMLS, including, but not limited to, access to WVMLS's computer systems, data and lockbox keycards, except as provided by their individual Service Agreements.
3. All claims, controversies or disputes (including all contract claims, tort claims, claims for fees or commissions, or any combination thereof) **between or among Members of WVMLS**, including Members' licensees, which arise in connection with or association with the Members' membership in WVMLS shall be resolved by arbitration.
4. All claims, controversies or disputes (other than disciplinary proceedings conducted by WVMLS and those claims which have not been waived pursuant to the terms of this Application) **between Members and WVMLS** which arise in connection or association with membership in WVMLS shall be resolved in the same manner as disputes between Members, as set forth above in Paragraph 3.
5. WVMLS has the authority to initiate disciplinary actions against Members or, as applicable, any licensee, employee or other contractor affiliated with Members for conduct it deems at variance with the Bylaws and Rules of WVMLS as set forth in the Rules Enforcement Procedures.
6. I will not discuss publicly any disciplinary proceedings, grievances or controversies that may develop between WVMLS and its Members.

I agree to waive all claims against WVMLS, its Members, Board of Directors, Officers, and Employees arising from disciplinary actions and/or any act in connection with the consideration, acceptance or rejection of this or any other application for Membership.

APPLICANT SIGNATURE X _____

Office License #	<input type="checkbox"/> Paid in Full \$2000 Date Paid _____ Rcpt # _____ <input type="checkbox"/> Payment Option \$500 - Initial Pmt Date Paid _____ Rcpt # _____ <input type="checkbox"/> Membership Payment Agreement Date Signed _____
Manufactured Structures Dealer License #	
Application Approved by Board of Directors Date _____ by _____ Ronda Wymore, CEO Willamette Valley MLS	<u>Print Clearly:</u> Applicant Name _____ Company Name _____ Physical Address _____ City _____ Billing Address _____ City _____ Zip _____ Phone _____ Fax _____ Email _____ Web Page _____

Board Approved 02/25/2021

3421 25th St SE, Salem, OR 97302-1122 503-399-8657 Fax 503-589-3137 Email Application to: support@wvmls.com

MEMBERSHIP PAYMENT AGREEMENT

This agreement between Willamette Valley Multiple Listing Service and prospective WVMLS Member _____ outlines the payment and conditions of the membership fee of \$2,000. If my Application for Membership is approved, I understand and agree that:

Membership is held by me personally and is non-transferable.

1. Initial payment of \$500, with monthly payments thereafter in the minimum amount of \$100 for 15 months (plus 1.5% interest/18% annum - if monthly payments are not made).
2. Full service will be from the date the initial payment is received.
3. Voting privileges will be granted at the time of receipt of final payment.
4. By-Laws of Willamette Valley Multiple Listing Service, govern applicant in the interim payment period.
5. Non-compliance with terms or conditions shall result in forfeiture of payments and revocation of all Membership privileges.

Monthly Payments Begin _____ with subsequent payment due the first of each month thereafter until paid in full.

\$500 paid on this date _____

Member Signature _____

Date _____

Ronda Wymore, CEO
Willamette Valley MLS

Date



DESIGNATED MEMBER OFFICE SERVICE AGREEMENT

Designated Member Name

Office Code

Member Office Name

Address

This agreement provides approval for all my currently affiliated licensees, and all subsequent licensees affiliated with Member Office, and any affiliated employees or contractors, as applicable, to execute a Service Agreement with Willamette Valley MLS under the Member Office named above.

Designated Member agrees that Paragon (“database”) and other systems provided by WVMLS are solely for the internal use of Designated Member and any enrolled licensees, employees or other contractors affiliated with Member Office, as applicable. All those enrolled under Member Office shall hold all proprietary information obtained from the database and other systems of the WVMLS as confidential.

It is agreed that I will advise my licensees as to their responsibilities and restrictions in using the database and other services of the WVMLS.

Monthly Member/Office Service Fee: \$30.00 per office per month. (Subject to change upon notification).

Designated Member Signature: _____

Date: _____

12/2020_CK



AFFILIATED LICENSEE KEYCARD / LOCKBOX AGREEMENT

Designated Member Name **Office Code**

Member Office Name

Address

This agreement provides approval for all my currently affiliated licensees, and all subsequent licensees affiliated with my office, to enroll in the WVMLS Lockbox and Lockbox Keycard service (“Key service”). Each licensee must obtain individual Key service. The sharing of Key service is prohibited.

It is agreed that I will advise my licensees as to their responsibilities and restrictions in using the Key service.

I agree to accept responsibility of all key products issued to me or my licensees and will maintain strict control according to WVMLS regulations.

I agree I will notify Willamette Valley Multiple Listing Service, upon affiliating with any new licensee. I agree to notify the WVMLS upon termination of my affiliation with any licensee. I agree to retrieve any key service products issued to my licensees if no longer licensed under my firm. Upon termination of a licensee’s affiliation with my office, all key service products issued to that licensee shall be returned to the WVMLS by me or my representative within 48 hours.

The use or possession of Willamette Valley Multiple Listing Service key service products by persons other than those duly authorized by the WVMLS, is prohibited.

Designated Member Signature **Date**

WVMLS _____

12/2020_CK

LICENSEE or APPRAISER ASSOCIATE NAME: (print) _____

EMAIL: _____ PHONE: _____

DESIGNATED MEMBER or APPRAISER MEMBER: (print) _____

OFFICE NAME: _____ OFFICE CODE: _____

REALTOR® Association: (if any) _____ LICENSE #: _____

The above-named individual(s) has received and read the Bylaws and Rules of the Willamette Valley Multiple Listing Service ("WVMLS") and agrees to abide by the terms and conditions thereof. It is agreed that in the event of a conflict between the provisions of this Agreement and the [Bylaws and Rules of WVMLS](#), the provisions of the Bylaws and Rules, as may be amended from time to time, shall take precedence over the provisions of this Agreement. It is acknowledged that the privileges conferred under this agreement are discretionary with the WVMLS and may be withdrawn at any time without notice and without cause.

In consideration for supplying the undersigned with access to service, which may include but is not limited to those listed below, the undersigned ("Participants") agree that effective on this _____ day of _____, 20____:

1. **Dues & Fees.** Dues and fees shall be paid as set forth in the WVMLS Billing Policy. Participants agree to pay WVMLS dues in the amount of \$ _____ per month, in advance, in addition to any products and supplies ordered. Non-payment for more than 45 days shall result in suspension of all WVMLS privileges or services. Past due amounts, interest and a Reinstatement Fee shall be paid upon reinstatement, and this original agreement shall be considered to remain in effect. In the event that the provisions of this Agreement are in conflict with the WVMLS Billing Policy, the provisions of the then-current WVMLS Billing Policy, as may be amended from time to time, shall take precedence.

2. **Database Access.** Password-protected access to WVMLS's computer system and databases may be provided. Participants agree to keep computer passwords confidential and will not share with or allow any other person to have access to the WVMLS's computer system and databases. The fines currently prescribed by the WVMLS are **\$500.00 for disclosing computer password to unauthorized user and \$500.00 for unauthorized access to WVMLS database/s.** The foregoing fines may be in addition to any other penalties imposed and may be in addition to any other claims for damages, which arise as a result of such loss, theft or unauthorized use.

(WVMLS to assign) LOGIN ID# _____ *Check your email for temporary password*

3. **Key Service.** Participants acknowledge and agree to comply with the rules and regulations relating to the use of the equipment, network and software (the "Key Service") which are set forth in the Key Service User's Guide and the Bylaws and Rules of WVMLS in executing this Sub-License Agreement ("Agreement"). It is understood this agreement applies to and acknowledges receipt of an eKEY, as well as a secret PIN code used to open Supra Keyboxes.

WVMLS grants Participant, under the terms of a [Master Keyholder Agreement with Supra](#), (i) a limited non-exclusive, non-transferable sub- license to use the network, the use of which WVMLS licenses from Supra and which is necessary for the use and operation of the equipment and (ii) a limited, non-exclusive, nontransferable sub-license to use the software WVMLS licenses from Supra. Participants may use the lockbox system provided by WVMLS to enter the listings of other Participants only for purposes of showing, previewing, or evaluating listings for his/her client or customer, and then only according to the terms set out in the showing instructions on the WVMLS systems. **The Participant may not enter a property listed by another Member for any other purpose, whether personal or commercial.**

Participants are jointly and severally responsible for the care, custody and use of the Key and Key Service described in this agreement. In the event the Key is lost or stolen, Participants shall provide immediate verbal notice thereof to WVMLS and written notice thereof within seven days of such loss or theft. The loss or theft of a Key may, at the discretion of the WVMLS, result in the loss of Key Service privileges and/or fines. Lending of the Key to anyone is forbidden by the terms of this agreement and shall result in a loss of Key Service privileges and/or fines. For security reasons, Keys are updated nightly. It is the responsibility of the Participant to obtain updates.

The WVMLS has the absolute right to recall Key Service equipment and to restrict access to Key Service at any time. Upon notification from the WVMLS, Participants agree to promptly remove or exchange the lockboxes on all properties within the time frame prescribed by the WVMLS. It is agreed that immediate attention to a request by the WVMLS to remove lockboxes is essential to the security of clients and that Participants shall therefore be liable for all client and WVMLS damages which arise in connection with failure to promptly comply with such requests by the WVMLS. Participants understand that, if the Master Agreement is terminated for any reason during the Term of this Agreement, Key Service will no longer be available and this Agreement will terminate. If at any time Participants are no longer authorized to use WVMLS, or if Participants have been determined to be in violation of this Agreement, then the Key Service shall be deactivated. The fines currently prescribed by the WVMLS are **\$100.00 for 1st lost or stolen Key, \$500.00 lost or stolen Key with secret PIN, and \$500.00 for 2nd lost or stolen Key**. The foregoing fines may be in addition to any other penalties imposed and may be in addition to any other claims for damages, which arise as a result of such loss, theft or unauthorized use.

4. Disputes/Disciplinary Actions.

- a) All claims, controversies or disputes (including all contract claims, tort claims, claims for fees or commissions, or any combination thereof) **between or among Members of WVMLS**, including Members’ licensees, which arise in connection with or association with the Members’ membership in WVMLS shall be resolved by arbitration.
- b) All claims, controversies or disputes (other than disciplinary proceedings conducted by WVMLS and those claims which have not been waived pursuant to the terms of this Agreement) **between Members and WVMLS** which arise in connection or association with membership in WVMLS shall be resolved in the same manner as disputes between Members, as set forth above in Paragraph 4a.
- c) WVMLS has the authority to initiate disciplinary actions against Members or their licensees for conduct it deems at variance with the Bylaws and Rules of WVMLS as set forth in the Rules Enforcement Procedures. I waive any and all claims against WVMLS, its Members, Board of Directors, Officer and Employees, arising out of or associated with disciplinary proceedings under the Rules Enforcement Procedures.

Participants will not discuss publicly any disciplinary proceedings, grievances or controversies that may develop between or among the WVMLS or its Members and their licensees.

5. Hold Harmless. Participants agree to indemnify and hold harmless the WVMLS and Supra from any liability for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use WVMLS for any purpose whatsoever whether or not Member has been advised of the possibility of such damages.

LICENSEE/APPRaiser _____ **DATE** _____

DESIGNATED MEMBER /APPRaiser MEMBER _____ **DATE** _____

WVMLS ONLY

Monthly Charge Effective Date:	Accepted by WVMLS:		Acceptance Date:
eKEY \$ _____	Paid: _____	Bill: _____	Notes:
New Broker Fee \$50 \$ _____	Paid: _____	Bill: _____	
Transfer Fee \$50 \$ _____	Paid: _____	Bill: _____	
Reactivation Fee \$50 \$ _____	Paid: _____	Bill: _____	
_____ By-Laws _____ Qbks _____ Paragon _____ Supra			

Board Approved 05/27/2021



WVMLS MEMBERSHIP AND FEES BREAKDOWN

This is intended as a general summary of WVMLS participation costs, and is not an exhaustive list of WVMLS fees or available services. Please contact our office if you require additional information.

Monthly Dues - \$45/month

Eligibility: WVMLS Brokers or Appraisers Members, or their affiliated licensees.

Key Service –\$X monthly fee - Varies upon subscription

Eligibility: WVMLS Brokers or Appraisers Members, or their affiliated licensees.

Designated Membership - One Time Membership Fee - \$2,000

Eligibility: Individual holding a current, valid, Oregon real estate license that are qualified to conduct real estate brokerage under Oregon real estate law, capable of accepting and offering cooperation and compensation to and from other Members, and individuals holding a current, valid license with the Oregon Board of Appraisers.

Membership is held personally and is nontransferable.

Available payment agreement of \$500 down with minimum \$100 payments for 15 months (plus 1.5% interest/18% annum - if monthly payments are not made).

Member-Office Fee - \$30/month

Listing Assistance, Training & Technical Support:

Listing assistance, training and technical support for WVMLS products are available through WVMLS at no additional charge. Class schedule on monthly calendar.

By signing below, I hereby authorize Willamette Valley MLS to charge my account, as specified on the form below for the following: Regular MLS dues, WVMLS Membership Contract, Purchases, Fees, and/or Fines & Assessments (if any). Monthly dues shall be billed *in advance each month* (or other specified recurrence), plus any additional incidental amounts, will be charged at or near the time of service or assessment. WVMLS Membership Contract increments shall be billed monthly until paid in full.

I agree to provide timely written notice to WVMLS for any changes to this authorization, including new account number, expiration date, or cancellation request. This authorization will remain in effect until I notify WVMLS otherwise.

Customer Information - Name: _____

WVMLS Office Code: _____ WVMLS Agent ID: _____ Agent Phone: _____

Frequency - I wish to have my WVMLS dues billed in the following frequency: Monthly Quarterly Annually

Signature

Date

All Fields Required

Credit/Debit Card Information

Credit Card Type: _____

Card Number: _____

Expiration Date: _____

Name on Card: _____

Billing Zip Code: _____

Security Code: _____

Billing Address: _____

Return this form to WVMLS to begin the Auto- Billing process.
(Do not email. Please fax, DocuSign, or call-in payment information.)

Willamette Valley Multiple Listing Service
3421 25th St SE
Salem, OR 97302
503-399-8657 (phone)
503-589-3137 (fax)

WVMLS USE

Dues @\$45: _____
Office Fee @\$30: _____
Contract Fees: _____

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Recurring_Payment_Form.docx

Additional Notes: _____

