

BYLAWS

WILLAMETTE VALLEY MULTIPLE LISTING SERVICE (Oregon Non-Profit Corporation)

- 1) **Name.** The name of this corporation is "SALEM MULTIPLE LISTING BUREAU" doing business as "WILLAMETTE VALLEY MULTIPLE LISTING SERVICE," hereinafter referred to as "WVMLS."

- 2) **Purposes.**

The specific purposes for which WVMLS is organized are to promote business, to form closer cooperation among licensed Oregon real estate principal brokers, real estate brokers, and appraisers, and to provide service to the public. Its function shall be to make available to each Member all real properties including manufactured homes (dealer license may be required) and all business opportunities listed for sale or exchange with WVMLS.

The following principle underlies every Rule, every decision, and all conduct of WVMLS and its Members: WVMLS is designed to expedite the sale of real estate and business opportunities, with due regard to the rights of the public, the listing office, and the selling office.

- 3) **Membership.**

a. **Membership Classifications.**

- i. **Designated Member**, hereafter referred to as "Member" shall be:
1. Individuals 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 -or-
 2. Individuals holding a current, valid license with the Oregon Board of Appraisers.
- ii. **Non-Designated Member.** A Member who transfers his/her license to the office of another Member shall be considered to hold an active Non-Designated Membership, and as such be subject to all governing Bylaws and Rules. Should the Non-Designated Member subsequently transfer his/her license back to operate under its original Member status, this may be accomplished without penalty, provided the Non-Designated Member maintained an uninterrupted connection with WVMLS as an active licensee in a Member's office. The rights and obligations of Non-Designated Members are identical to those of Designated Members, except as set out in Section 3)e.

- b. **Membership Eligibility.** Only individual real estate brokers and individual appraisers who are duly licensed by and in good standing with the State of Oregon are eligible for membership. Membership in WVMLS shall be personal and individual and shall not be sold, leased, mortgaged, transferred, bequeathed or assigned, in whole or in part.
- c. **Membership Application.** Application for membership shall be made in such manner and in such form as may be prescribed by the Board of Directors.

An application for membership shall be considered by the Board of Directors when:

- (1) the application is signed by the prospective member and the applicant is applying for the correct membership classification;
 - (2) the prospective member has acknowledged that he or she has received and read these Bylaws, and all then-current Rules of WVMLS;
 - (3) the prospective member, and all licensees affiliated with the prospective member, agree to abide by these Bylaws, and all current and future Rules of WVMLS, as may be adopted or amended from time to time;
 - (4) the prospective member agrees that all disputes and controversies arising between the Members of WVMLS shall be resolved in accordance with the terms of the Application for Membership.
 - (5) the prospective member agrees that all ethical and disciplinary actions initiated by the Board of Directors against a Member shall be heard by the Board, or its committee established for that purpose and such hearing shall be held in accordance with the procedures set forth in the Procedures for Ethics and Disciplinary Hearings.
- d. Non-Refundable Admission Fee.
A non-refundable admission fee in an amount determined by the Board of Directors shall be paid to WVMLS. No part of this admission fee will be refunded.
- e. Dues
- i. Each Member shall pay periodic dues in an amount to be determined by the Board of Directors.
 - ii. Each Member shall pay an additional amount, to be determined by the Board of Directors, for each licensee (including each Non-Designated Member) affiliated with the Member.
 - iii. No Member or licensee affiliated with a Member who owes WVMLS any monies shall receive services until all delinquent sums have been settled to the satisfaction of the Board of Directors, even though such Member or licensee may have transferred his or her license to another Member.
 - iv. Notwithstanding the provision in these Bylaws relating to the suspension or removal of a Voting Member, a Voting Member may be automatically suspended or removed for the nonpayment of dues without a hearing or opportunity to be heard.
- f. Member in Good Standing. References in these Bylaws to a “Member in good standing” are to those Members at any given time, whether Designated or Non-Designated, who have paid in full all amounts due to WVMLS and are not delinquent in carrying out any duty under these Bylaws or the Rules.
- g. Voting Rights.
Members in good standing and whose non-refundable admission fees are paid in full shall be entitled to vote and to hold elective office in WVMLS. Voting by proxy shall not be allowed.

- h. Resignation. Any Member of WVMLS in good standing may honorably resign from membership by filing and complying with the written resignation form approved by WVMLS. The resignation of a Member does not relieve the Member from any obligations incurred or commitments made prior to resignation. If at the time of the Member's resignation there is any arbitration matter pending between the resigning Member or his or her licensees and any other Member of WVMLS, the resigning Member shall continue to be subject to the requirement to arbitrate until the matter is resolved by a final order of the arbitrator issued or any appeal therefrom has been resolved. If there is any alleged violation of any Bylaws provision or Rule pending with respect to the resigning Member or his or her licensees, the Member shall be subject to these rules with regard to that alleged violation until the matter is dismissed or the resigning Member or his or her licensees has complied with the findings and orders of the Board of Directors.
- i. Emergencies
In the event of the death, incapacitation, removal, resignation, or retirement of a Member, the Board of Directors shall be vested with emergency power to provide necessary WVMLS service to said Member's office until a new Member shall qualify for WVMLS services or until WVMLS terminates said Membership.
- j. Inactive Status
Any Member may be granted Inactive Status for no less than 6 months, nor more than 24 months. A reactivation request prior to the 6 month period will result in a penalty of the monthly service fees for any period less than 6 months and a reactivation fee as determined by the Board of Directors by Rule. Any Member who is inactive for a period of 24 months or more shall be deemed resigned from membership and, to reactivate, will require a new membership application as though no prior membership had existed, including a new non-refundable admission fee. Inactive status Members shall not be required to pay dues during their inactivity, nor will they be granted any of the rights or privileges held by Members in good standing.
- k. Other Entities
The WVMLS may provide information to other entities such as banks, savings and loan institutions, title companies, appraisers and official agencies who subscribe to WVMLS and who pay a fee set by the Board of Directors. Such approved entities are considered an integral part of the real estate business and are permitted to use the information WVMLS provides only for purposes expressly provided in WVMLS Rules and the subscription agreements approved by the Board of Directors. No membership rights are conferred upon any entity who does not meet the membership requirements in Section 3.

4) **Board of Directors.**

- a. Powers.
 - i. General. The Board of Directors shall have all powers provided by the Oregon Non-Profit Corporation Act which are not reserved in the Bylaws for the Members, including without limitation the power to make rules, amend rules, interpret rules, establish sanctions for violation of rules, and to enforce rules once duly adopted.
 - ii. Specific. The Board of Directors has the power to employ a Chief Executive Officer, and to prescribe the duties and fix the compensation of the Chief Executive Officer; to determine and assess monthly dues to be paid by each Member, and to establish and enforce Rules relative to the conduct of WVMLS within the scope of these Bylaws and such other Rules as may be promulgated.

- b. Election of Directors. The governing body of WVMLS shall be a Board of Directors of nine Members. Initially three of such Members shall be elected for a term of one year; three for a term of two years; three for a term of three years. Thereafter, three Members shall be elected to the Board of Directors for successive 3-year terms. Only one Member per real estate organization may serve on the Board of Directors at one time. For purposes of this section, “real estate organization” means an entity consisting of all offices under common ownership or control. Elections shall occur according to the following procedure:
- i. No more than 45 and no less than 30 days in advance of the Annual Meeting, WVMLS shall publish to the Members and Non-Designated Members the names of the slate of candidates to fill expiring directorships created by the Nominating Committee and the date, time, and location of the Annual Meeting.
 - ii. Any Member in good standing may petition to have his or her name added to the ballot for election of Directors, provided he or she obtains the signatures of Members in good standing representing no fewer than 10 percent of all Members in good standing on a petition seeking to add his or her name to the ballot, and delivers the petition and signatures to WVMLS no less than 15 days before the scheduled date of the Annual Meeting. The Board of Directors shall exercise reasonable discretion in determining whether a Member has satisfied the requirements of this paragraph.
 - iii. No less than 10 days before the scheduled date of the Annual Meeting, WVMLS shall publish to the Members the names of all candidates who will appear on the ballot, both those selected by the Nominating Committee and any who have successfully petitioned to appear on the ballot.
 - iv. At the Annual Meeting, the ballot for election of expiring directorships shall consist of the name of each candidate, including those selected by the Nominating Committee and any who have successfully petitioned to appear on the ballot, with a place or means for each Member to select a number of candidates up to the total number of expiring directorships. In the event the number of candidates on the ballot equal the number of expiring directorships, then the election may be conducted by voice vote rather than by ballot cast.
 - v. The total of votes cast for each candidate shall be tallied. Ballots with fewer votes cast than there are expiring directorships shall be counted. Ballots with more votes cast than there are expiring directorships are spoiled and shall not be counted.
 - vi. So long as there is an open Director position, the candidate with the highest number of votes is elected to the Board of Directors. This process continues until all the open Director positions are filled.
 - vii. The President, with the approval of the Board of Directors, shall appoint an Election Committee with two (2) Members to conduct the election. In case of a tie vote, the issue shall be determined by lot.
- c. Vacancies. The Board of Directors may fill any vacancy occurring in the Board of Directors, whether because of death, disqualification, incapacitation, resignation, retirement, removal, or any other reason; the Director so selected shall fulfill the remaining term of the departing Director.

d. Quorum and Voting.

- i. Majority. A majority of the Board of Directors in office shall be necessary as a quorum for the conduct of any business, whether at an annual, regular or special meeting of Board of Directors.
- ii. Decisions. All decisions require a clearly stated motion, a second, and a vote that must be recorded in the written minutes. Each Director of the Board of Directors will have one (1) vote. At the request of any Director, the names will be recorded in the minutes of each Director who voted for, voted against, or abstained on a particular motion.
- iii. Diligence. The Directors must diligently and conscientiously attempt to make decisions by consensus and give careful consideration to minority views. When a consensus apparently cannot be achieved, any Director may request that a vote be taken. The affirmative vote of at least a majority of all of the Directors participating in any properly called meeting at which a quorum is present, is necessary and sufficient to make a decision of the Board of Directors unless a greater proportion is required by law or by these Bylaws. An abstention counts as part of the total number of votes cast and does not reduce the number of affirmative votes required to pass a motion.
- iv. Proxy. No proxy voting is allowed at any meeting of the Board of Directors or as part of reaching any decision of the Board or Members.
- v. Voting by Mail. Any decision that the Board of Directors may make at a meeting may be made without a meeting if the decision is approved by the affirmative vote of all of the Directors of the Board. A clearly stated motion must be sent to all of the Directors on the Board by mail or fax, with clear instructions that this process requires one hundred percent (100%) of the Directors to vote "yes" for the motion to pass. Motions are adopted and effective on the date that all Directors in office have responded with an affirmative "yes" vote. If any Director votes "no," abstains, or fails to vote, then the motion fails to pass. A printed record of each Director's vote must be kept in the corporate records.
- vi. Voting by Email. Voting by email may be authorized by the Board of Directors. Unless prohibited or limited by the Articles of Incorporation or these Bylaws, any action which may be taken at any annual, regular, or special meeting of the Board of Directors may be taken without a meeting by email if: (1) The Corporation has a record of all Directors email addresses; and (2) The Corporation maintains a copy of the announcement and record of the Director's votes in the corporate minutes.

The announcement shall be sent to each Director at the email address stored in the corporate records and shall include: (1) A description of the action to be taken; (2) A deadline to respond with a vote which may not be less than forty-eight (48) hours; (3) A statement that a Director may change their vote any time prior to the deadline; and (4) An effective date if the action is intended to be effective at a date which is later than the deadline date.

The affirmative vote of a majority of all Directors in office is an act of the Board of Directors if the action is taken pursuant to this section, unless a greater number of affirmative votes for the proposed action is required by law, the Articles of Incorporation, or these Bylaws.

- e. Executive Session Meetings. The Board or the President may at any time decide to go into an Executive Session meeting. Executive Session shall be used when the Board of Directors deems it is necessary to protect the confidentiality of the matters that will be considered there. Executive Session meetings may be attended only by Directors of the Board of Directors, and any guests the Board invites to join the meeting, which may include the Chief Executive Officer, other staff, or any other person the Board wishes to invite. A Director may only be excluded from any portion of Executive Session meetings in which matters will be considered that present a conflict of interest for that Director. Minutes shall be properly recorded but shall only be read or approved at a subsequent Executive Session if there is a need to continue to ensure the confidentiality of the matters contained in the minutes. The Secretary shall take care to record in the minutes only the motions passed and information essential to comply with the law in order to protect the confidential nature of Executive Sessions.
- f. Conflict of Interest. The Board of Directors shall comply with ORS 65.361.
- g. Removal. The Board of Directors, at a duly-called meeting, may remove any Director with or without cause by a vote of no less than two thirds of its members present and voting. The notice of such meeting must identify any Director(s) subject to removal at that meeting.
- h. Waiver of Notice. Attendance of a Director at a meeting shall constitute a Waiver of Notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to any action taken at the meeting. A waiver of notice signed by the Director or Directors, whether before or after the time stated for the meeting, shall be equivalent to the giving of notice provided, however, that the waiver specifies the meeting for which notice is waived and is filed with the minutes of corporate records.

5) **Officers.**

- a. Number of Officers. The officers of WVMLS shall be the President and the President Elect, who shall be selected from the Board of Directors. The Chief Executive Officer shall serve as Secretary-Treasurer.
- b. Duties.
 - i. The President. The President shall preside at all meetings of the Members of WVMLS and of the Board of Directors.
 - ii. President Elect. In the absence of the President, the President Elect shall perform the duties of the President.
 - iii. The Secretary-Treasurer. The Secretary-Treasurer shall be custodian of the records of WVMLS; shall keep a faithful record of the proceedings of WVMLS and of the Board of Directors; shall receive and be custodian of all monies of WVMLS and shall make such reports as the Board of Directors may require. The Secretary-Treasurer shall cause the books and records of WVMLS to be audited annually by an independent Certified Public Accountant, to be appointed by the Board of Directors, and shall submit said auditor's report to the Members at the regular annual meeting. Said auditor's report shall include a balance sheet and an operating statement based on the accrual method of accounting.

- c. Election and Term of Office. The President and the President Elect shall be elected by the Board of Directors from its nine Members to serve for a term of one year. The election shall take place at the first Board of Directors meeting following the annual Members meeting.
- d. Removal. Any Officer elected by the Board of Directors may be removed with or without cause by the Board of Directors whenever, in its judgment, the interests of the Corporation would be best served by such removal. Removal will be without prejudice to the contract rights, if any, of the Officer so removed. The Officer being considered for removal has no vote in the process of removal. The removal of an individual as an Officer shall have no effect on the individual's status as a Director on the Board of Directors, unless the Board or Voting Members, whichever is appropriate, also remove the individual as a Director.
- e. Vacancies. If any office of the Corporation becomes vacant by death, disqualification, incapacitation, removal, resignation, retirement, or any other reason, the remaining Directors still in office, although less than a quorum, may elect any eligible individual to fill such a vacancy. The elected Officer will hold office for the remaining portion of the term of that office.

6) **Committees.**

- a. Executive Committee. The Board of Directors may establish an Executive Committee of the Board to make decisions as deemed necessary between meetings of the full Board, and may delegate to the Executive Committee the power of the Board to authorize expenditures and amendments to budgets, set policies, and authorize programs or activities. The Executive Committee shall be established only by the affirmative vote of at least a majority of all Directors then in office. The Executive Committee must consist of the Officers and may contain up to two (2) other Directors on the Board of Directors. The Executive Committee shall not have any members who are not simultaneously Directors on the Board of Directors. The Board may place substantive restrictions or limits on the powers of the Executive Committee and may also require certain procedures for the Executive Committee to follow. The Executive Committee must make reasonable efforts to communicate with the full Board in advance regarding the issues and decisions that will be considered or voted on at Executive Committee meetings.

The Executive Committee must comply with the provisions of these Bylaws concerning meetings and decisions of the full Board of Directors, including the requirements for notice, quorum, voting and decision-making, the preparation and subsequent adoption of minutes of Executive Committee meetings, and the permanent storage of those minutes. All Executive Committee decisions must be recorded in official minutes, which must be provided to the full Board.

- b. Bylaws Committee. The Bylaws Committee shall consist of any number of persons appointed by the President with approval of the Board of Directors. The Bylaws Committee shall meet at least once in each calendar year to review possible changes to WVMLS Bylaws. The Bylaws Committee shall make a written report to the Board of Directors of its recommendations.
- c. Nominating Committee. The Nominating Committee shall consist of three (3) persons appointed by the President with approval of the Board of Directors. No less than 45 days before the scheduled date of the Annual Meeting, the Nominating Committee shall propose a slate of candidates to fill any vacant Director seats. The Nominating Committee shall make a written report to the Board of Directors of its recommendations.

- d. Other Committees. The President with approval of the Board of Directors shall appoint committees as are deemed necessary from time to time. Each of these committees shall have the authority and obligations vested in it by the resolution of the Board of Directors establishing it or appointing its members.
- e. Committee Members. The Board shall appoint the members of committees, or for committees other than the Executive Committee the Board may delegate this task to the President or the Committee Chair. The term of office of a member of a committee will continue until his or her successor is appointed unless the committee is terminated, the member resigns or is removed from the committee, or the member ceases to qualify as a member of the committee.
- f. Committee Chairs. One member of each committee will be selected or appointed Committee Chair by the Board, or if the Board wishes, it may delegate that power to the President or to the members of the committee.
- g. Limitation on Powers. No committee may (a) elect, appoint, or remove any Officer, any Director of the Board of Directors, or member of the Executive Committee; (b) authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; (c) authorize the dissolution of the Corporation or revoke proceedings therefore; (d) amend, alter, or repeal the Articles of Incorporation, these Bylaws, or any action of the Board of Directors; or (e) authorize the payment of a dividend or any part of the income or profit of the Corporation to its Directors, Officers, or any other person or entity.

The Board of Directors shall always have the power to amend, alter, or repeal the decisions of committees, subject to limitations on the unilateral amending of contracts, interference with third party rights, and other legal limitations.

7) **Meetings.**

- a. Quorum and Voting. Twenty-five percent of the number of Members (Designated and Non-Designated) of WVMLS present and in good standing at any duly called meeting, shall constitute a quorum. The affirmative vote of at least a majority of the Members present at or participating by phone, mail, or e-mail in a properly called meeting, for which a quorum has been achieved, is necessary and sufficient to make decisions, unless a greater proportion is required by law, the Articles of Incorporation, or these Bylaws. An abstention counts as part of the total number of votes cast and does not reduce the number of affirmative votes required to pass a motion. All decisions require a clearly stated motion, a second, and a vote. All motions which are successfully adopted must be recorded in the written minutes. No proxy voting is allowed at any meeting or as part of reaching any decision of the Board or Members.
- b. Notice. The place, date and time of each Board of Directors meeting, annual meeting and special meeting shall be determined by the Board of Directors. Members shall be given notice no less than seven calendar days prior to the meeting date. The contents of the notice shall comply with ORS Chapter 65 regarding notices of meetings.

The record date to determine the Members entitled to receive notice and vote at a Member meeting will be forty-five (45) days before the date of the meeting unless the Board of Directors authorizes the use of a different date.

- c. Telecommunication and Electronic Meetings. Meetings may be held by telephone, video conferencing, internet-based communication, or any other method, so long as all participating Members or Directors can simultaneously hear and speak with each other. A Member or Director participating in such a meeting is deemed present for purposes of a quorum.
- d. Annual Meeting. The annual meeting of WVMLS shall be held in the month of June of each year at the time and place appointed by the Board of Directors. Voting by proxy shall not be allowed.
- e. Board of Directors Meetings. Meetings of the Board of Directors shall be held at least monthly unless determined otherwise by a vote of no less than two thirds of the Directors present and voting at a duly-called meeting, and at any time at the call of not less than three members of the Board of Directors. Notice shall be given of Board of Directors meetings to members of the Board of Directors as provided in ORS Chapter 65.
- f. Special Meetings. Special meetings of WVMLS may be held at any time and at any place at the call of the President or by order of the Board of Directors or on the written request of 25 percent of the Members of WVMLS in good standing. The record date for Members entitled to demand a special meeting shall be the date that the first Member signs the demand.
- g. Action by Members by Written Ballot. Voting by written ballot may be authorized by the Board of Directors. Unless prohibited or limited by the Articles of Incorporation or these Bylaws, any action which may be taken at any annual, regular, or special meeting of the Members may be taken without a meeting if the Corporation delivers a written ballot to every Member entitled to vote on the matter, by mail, fax, or e-mail as directed by the individual Member. The written ballot shall: (1) set forth each nominee or proposed action; and (2) provide an opportunity to vote for each vacant position to be elected by the Members and for or against each proposed action.

All solicitations for votes by written ballot must: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter; and (c) specify a reasonable time by which the ballot must be received by the Corporation in order to be counted.

Approval by written ballot will be valid only when the number of votes cast by ballot equals or exceeds any quorum required to be present at a Member meeting authorizing the action. The vote is limited to the subject specified on the ballot.

- 8) **Discipline.** The Board of Directors shall adopt Rule Enforcement Procedures to deal with any alleged violation of the Bylaws, Rules or governing documents of WVMLS. The Board of Directors may adopt any procedures reasonable in its judgment and may amend those procedures from time to time in its discretion.

Under the Rules Enforcement Procedures, failure to abide by and perform in accordance with the governing documents of WVMLS, or failure to abide by and perform in accordance with the findings and orders of the Board of Directors, may subject a Member to sanctions including but not limited to fines, the imposition of remedial conduct, and suspension or termination of membership. Decisions of the Board of Directors regarding all appeals are final and not subject to further appeal.

9) **Amendments.**

These Bylaws may be amended at any Annual Meeting of the membership of WVMLS or at any special meeting called for the purpose of amending these Bylaws, by vote of the majority of the Members present and voting (a quorum being present).

10) **Indemnification, Insurance, and Limitation of Liability.**

WVMLS shall indemnify those persons serving or who served as Directors or Officers of the corporation against any liability, judgment, fine or expense, including attorneys' fees, to the fullest extent permissible under the Oregon Non-Profit Corporation's Act, as the same exists or may be amended from time to time.

Any repeal of this Article shall be only prospective and no repeal, amendment or modification hereof shall adversely affect the rights under this Article in effect at the time of the alleged occurrence of any act or omission to act that is the cause of any Proceeding.

11) **Rules of Order.**

When not in conflict with the Bylaws and Rules of WVMLS, the latest edition of Robert's Rules of Order shall be recognized as the authority governing all meetings and conferences.

12) **Dissolution.**

Upon the dissolution of this Service, the Board of Directors, after providing for the payments of all obligations, shall distribute any remaining assets to any other not for profit or nonprofit, tax-exempt organization.

13) **Fiscal Year.**

The fiscal year shall be the calendar year.

WILLAMETTE VALLEY MULTIPLE LISTING SERVICE

RULES

PURPOSE

Rules serve the purpose of developing guidelines and standards for WVMLS's internal operations and apply only to the extent of and in full compliance with all applicable governmental statutes, ordinances and regulations. Rules may be approved by the Board of Directors on a continuing basis as needed and become effective upon adoption by the Board of Directors.

COMMITMENT TO FREE TRADE & COMPETITION

WVMLS does not and will not establish or maintain fixed or recommended rates of commission, listing terms, or services provided to principals. Rates of commission, listing terms, and services provided to principals are a matter of negotiation between the principal and the principal agent. WVMLS will not interfere in those negotiations or inhibit in any way the freedom of the parties to negotiate. WVMLS will not collect or publish information regarding the commission paid by seller to Listing Broker. WVMLS does not recommend or establish rates of compensation.

DEFINITIONS

Member. For the purposes of these Rules, "Member" shall refer to Designated and Non-Designated Members as defined in the WVMLS By-Laws and, as applicable, any licensee, employee or other contractor affiliated with Designated or Non-Designated Members. (See Attached Application for Membership and Service Agreement)

Exclusive right to sell listing. A listing contract under which the Member (Listing Broker) becomes the agent of the seller and the seller agrees to pay a commission to the Listing Broker if the property is sold during term of the listing contract, regardless whether the property is sold through the efforts of the Member, the seller, or anyone else.

Exclusive agency listing. A listing contract under which the Member (Listing Broker) becomes the agent of the seller and the seller agrees to pay a commission to the Member if the property is sold through the efforts of any real estate broker; if the property is sold solely through the efforts of the seller, the seller is not obligated to pay a commission to the Member.

Open listing. A listing contract under which the Member (Listing Broker) becomes the agent of the seller and the seller agrees to pay a commission to the Member only if the property is sold through the efforts of the Member; if the property is sold through the efforts of the seller or of another real estate broker, the seller is not obligated to pay a commission to the Member.

Net listing. A listing contract under which the Member (Listing Broker) agrees to sell the seller's property for a set minimum price; any amount obtained over the minimum is retained by the Member as commission.

Business day. Refers to a day other than Saturday or Sunday or a federal or State of Oregon legal holiday.

Rule 1. Listing Agreement.

- a) **Filing Requirements.** All exclusive right to sell and exclusive agency listing agreements shall be filed with WVMLS prior to being publicly advertised (as defined by OAR 863-015-0125(1)) and within 2 business days of the listing being executed by all parties.
- b) **Published Listings.** Members are free to enter into any legal type of listing agreement. WVMLS shall publish only exclusive right to sell listing agreements and exclusive agency listings. The listing type shall be clearly identified when submitting a listing to WVMLS and will be published accordingly. Listings subject to auction shall be published provided it is clearly explained in the "Public Remarks" section the terms under which an auction may be held. Only legible and complete documents shall be published.
- c) **Exceptions to Publicly Published Listings.** The listing will not be published if:
 - i. An owner names one or more individuals or entities as exemptions in the listing agreement.
 - ii. An owner requests a listing be published as "PRE" status. Such listings will be viewable by WVMLS Members and staff only, and not released publicly. (See Rule 1(g)iv) Any subsequent change to the owner's request must be by written instruction from the owner via a WVMLS Change Order form. (See Attached Change Order form)
- d) **Duplicate Publication.** A listing may be submitted to WVMLS for publication under more than one property type, property class, or area, not to exceed 2 (two) total publications per listing. Other duplicate publication requests (such as more than one city) will not be approved. Duplicate listings (both) must be submitted directly to WVMLS for approval and entry. The fee for duplicate publication will be determined by WVMLS.
- e) **Listing Entry.** Listings shall be submitted directly to WVMLS for entry. Listing entry and maintenance privileges may be extended to Designated Members, (or their affiliated licensees or employees with Designated Member approval) upon execution of a Listing Maintenance Agreement and successful completion of a required training course offered by WVMLS. Designated Member is responsible for all listings entered or maintained by affiliated licensees or employees, as well as for notifying WVMLS immediately should the licensee or employee be removed or leaves the Member's supervision. Listing maintenance privileges may be suspended or revoked by WVMLS. Duplicate listings (both) must be submitted directly to WVMLS for approval and entry regardless of the Member's listing entry privileges. (See Attached Listing Maintenance Agreement)
- f) **Listing Forms.** A listing agreement form will be made available by WVMLS and revised from time to time by the WVMLS Board of Directors. A listing agreement shall consist of a Listing Contract, a Listing Profile, and Authorizations & Disclosures. Only the Listing Profile and Authorizations & Disclosures should be submitted to WMVLS for listing publication. Any other form may be used so long as it meets the minimal requirements (required fields) on the WVMLS Listing Profile and it is submitted with the required WVMLS Authorizations & Disclosures.

g) **Listing Status.** Published listings shall show one of the following:

- i. Active (ACT) - Active listing, available for cooperation and compensation.
- ii. Active Under Contract (ACT-UC) - Active listing with an accepted contract subject to contingencies such as financing, inspections, etc., available for cooperation and compensation.
- iii. Active Bumpable (ACT-BMP) – Active listing with an accepted contract subject to a performance obligation such as the sale of another property or right-of-refusal contingency, and available for cooperation and compensation.
- iv. Pre-Listing (PRE) Pre-active listing, not currently active in WVMLS, available for cooperation and compensation, but not released publicly except as outlined for an approved VOW under the WVMLS IDX/Data License Agreement. Pre-Listings will not be submitted by WVMLS to IDX sites, Internet Marketing / Syndication sites, RETS feeds, or Paragon Contact Manager processes. PRE status listings may be marketed by the listing broker or listing office as directed by seller.
- v. Pending (PND) - Listing with an accepted offer awaiting closing.
- vi. Sold (SLD) - Listing with a recorded sale.
- vii. Expired (EXP) - Contract has expired, at which time the owner and property become subject to general solicitation by other Members. Expired listings may be renewed by filing a change order form with WVMLS signed by the Member and the owner.
- viii. Terminated (TRM) - Termination occurs upon direction of the Listing Member. Owner and property are subject to general solicitation by other Members. Change order form must be signed by Designated Member.
- ix. Withdrawn (WTH) - Listing has been Withdrawn at owner's written request, with mutual agreement by Listing Broker. Listing will not be marked Active in WVMLS and will no longer be actively syndicated. Listing must not be marketed or shown, Must not be relisted until the original listing contract period has expired, Must not be solicited by other Members until the original listing contract period has expired, and Must be reported immediately on WVMLS Change Order form. Change order form must be signed by Owner/Authorized Signer and Designated Member.

All listings must reflect the current status at all times as outlined in Rule 3. WVMLS reserves the right to correct listing status as needed.

- h) **Solicitation.** No Member or any real estate licensee of a Member shall solicit another Member's listings published by WVMLS until the prior listing has expired or terminated, or as outlined in section Rule 1(g), Listing Status. This shall also apply to Members and their licensees when purchasing property for themselves.
- i) **Edit/Removal.** WVMLS does not approve or disapprove the content of any listing information. However, WVMLS reserves the right to edit listings when appropriate to comply with WVMLS Rules or when, in the judgment of WVMLS, content may compromise the safety or liability of its members. WVMLS reserves the right to remove listing records that violate the Rules or applicable law in the judgment of WVMLS, but will not otherwise remove, delete, or purge listings. The removal of listing detail/images that diminishes the content quality or accuracy of the listing is strictly prohibited. (See Attached Listing Maintenance Agreement)
- j) **Joint listings/Co-Listing.** If two or more Members are joint Listing Brokers on a single listing

contract, they must select from among them one to submit the listing to WVMLS. The second broker will be published by WVMLS as the Co-Listing Broker. In the event there are more than two co-Listing Brokers, the “private remarks” on the listing submitted must identify any other Listing Broker Members.

In the event that a Member lists a property jointly with a real estate brokerage that is not a Member, the Member must submit a copy of the listing contract to WVMLS naming all brokerages as Listing Brokers. Non-member names/contact information will NOT be published. WVMLS Member assumes full responsibility for the colisting, including any sellers’ offer of cooperating compensation and adherence to all WVMLS Bylaws, Rules and governing documents.

- k) **Personal/Company Self-Promotion.** There shall be no personal or company promotional information or confidential seller information entered into the public portions of published listings. Personal or company promotional information includes (but is not limited to): agent name (including co-lister name), company name, phone number, e-mail or Internet site address, or other contact information. Public portions of a listing include: Public Remarks, images, Virtual Tours and any other field which appears on a standard Client Detail report for each property class.
- l) **Photo/Image.**
- i. Primary photo is required upon listing submission and must be an exterior view. (See also: Rule 1n. Listing Data.)
 - ii. In uploading images, Member represents and warrants to WVMLS that: (a) Member holds all the necessary rights, licenses and/or clearances to provide and use; (b) that image(s) are accurate and reasonably representative; (c) that image(s) do not and will not infringe or misappropriate any third party rights (including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights) or constitute a fraudulent statement or misrepresentation or unfair business practice and that (d) Member shall be responsible for payment of any third party fees related to the provision and use of submitted images.
 - iii. WVMLS shall be granted permission to use, disseminate, modify, remove, and/or retain images, in perpetuity, and in accordance with the Bylaws and Rules.
 - iv. Members may NOT use WVMLS listing images on subsequent listings except as set forth in Rule 1m. sub(b) above AND with permission from the original submitting Member (or copyright holder as can be reasonably ascertained by WVMLS).
 - v. Photos must not include Personal or Company self-promotion.
 - vi. The removal of listing detail/images that diminishes the content quality or accuracy of the listing is strictly prohibited.
 - vii. WVMLS is not liable for listing images inadvertently deleted or superseded by other images, but will make every effort to prevent it.
- m) **Showing Availability.** All listings are considered to be available for cooperation with other Members upon execution of a listing agreement. A Member must permit potential cooperating brokers to show an active listing unless “Do Not Show” is marked in the Showing Instructions field. Listings marked Do Not Show in showing instructions **must not be shown** by any

Member including the Listing Broker, or arrange to be shown prior to Active Date. Violations will be sanctioned as major infractions. (See Attached Rules Enforcement Procedures.)

- n) **Listing Data.** Members shall provide to WVMLS listing data (including images and associated documents) that are current and accurate in every ascertainable detail, and Members shall avoid exaggeration, misrepresentation, or concealment of pertinent facts.
- o) **Disclosure.** The listing Member shall disclose if it or one of its affiliated licensees has an ownership interest in the listed property. This disclosure must be entered into the listing record in the field WVMLS has designated for public remarks. If the cooperating Member or one of its licensed salespeople (or licensed or certified appraisers) contemplates acquiring an ownership interest in a listed property, the cooperating Member must disclose this fact in writing to the listing Member at or before the time an offer to purchase is submitted to the listing Member.
- p) **Internet Marketing.** WVMLS will electronically transmit information about listed property to Internet web sites to aid in marketing the property for sale.

Rule 2. Documentation

The Listing Broker Member must maintain in its files the listing contract, any amendments to the listing contract, the property data form, the sale agreement and addenda and all other documents pertaining to a listing necessary to verify the Member's compliance with these Rules for each listing submitted to WVMLS. The Member shall maintain these files for no less than one year after the expiration or sale of each listing, or the retention period required by law, whichever is later. The Member shall deliver these records or copies of them to WVMLS within two business days of WVMLS's request for them. All information reviewed under this Rule 2 will be kept confidential by WVMLS and only used to determine Member compliance.

Rule 3. Reporting

- a) New Listings shall be submitted to WVMLS within 2 business days of taking the listing as outlined in Rule 1(g).
- b) Contingency Sales shall be submitted to WVMLS within 2 business days after a Sale Contract subject to contingencies such as inspections, financing, sale of other property, etc., has been signed by both Seller and Buyer. Listing will be marked Active Under Contract (ACT-UC) or Active Bumpable (ACT-BMP) according to the nature of the accepted Sale Contract.
- c) Pending Sales shall be submitted to WVMLS within 2 business days after a Sale Contract with no contingencies has been signed by both Seller and Buyer OR when contingencies have been removed.
- d) Sold Listings shall be submitted to WVMLS with all pertinent information by the Listing Member within 2 business days of closing (recordation). Closed sales on duplicate listings (both) must be submitted directly to WVMLS for entry regardless of the Member's listing entry privileges.

- e) **Changes of Price:** When a Member is ordered by the seller to change the price of any property the Member may have listed with WVMLS, such Member shall obtain from the owner written authority for such change of price on a change order form, and shall immediately submit the change order to WVMLS. Price changes for duplicate listings (both) must be submitted directly to WVMLS for entry regardless of the Member's listing entry privileges.

Rule 4. Dispute Resolution and Disciplinary Proceedings.

- a) Disputes between Members. 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 or association with such Members' membership in WVMLS shall be resolved by arbitration. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The party not prevailing in arbitration shall pay each prevailing party's reasonable attorney's fees, which shall be fixed by the arbitrators in their award and by the court or courts in which any exceptions to the award, including any appeal thereof, are tried, heard or decided. In the event a dispute arises as to the applicability of the arbitration requirement, the arbitrator(s) assigned to the dispute shall have the sole authority to determine arbitrability.
- b) Disputes Between Members and WVMLS. All claims, controversies or disputes, other than disciplinary proceedings conducted by the Board, 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 Rule 4a.
- c) Disciplinary Actions. The Board of Directors shall be responsible for the enforcement of these Rules of WVMLS. The Board of Directors may adopt any procedures reasonable in its judgment to deal with alleged violations, and may amend those procedures from time to time at its discretion. Members may be sanctioned with fines, prescribed education, suspension, or termination of membership. Decisions of the Board of Directors regarding all appeals are final and not subject to further appeal.
(See Attached Rules Enforcement Procedure)

Rule 5. Compensation for Cooperating Brokers.

In general. When submitting a listing to WVMLS, the Listing Broker Member may make an offer of cooperation and compensation to the other Members on behalf of the seller. If offered, the Listing Broker Member must specify the compensation offered to other Members for their services in the sale of the listing. WVMLS does not fix, control, recommend, suggest, or maintain rates, fees, or commissions paid to cooperating brokers (whether they are Members or non-members).

- a) Cooperating Compensation. Offers of cooperating compensation published by WVMLS are unconditional. WVMLS will accept listings only if the Listing Broker Member has first certified in the Listing Profile, that the Listing Broker Member, before entering into the Listing Contract with respect to that Listing, notified the seller that (i) WVMLS does not require the seller to offer compensation to cooperating Members and (ii) while a cooperating Member may request

compensation from the seller in lieu of requesting from the prospective purchaser all or a portion of any compensation to which the cooperating Member and prospective purchaser may agree for the cooperating Member's services to the prospective purchaser, WVMLS does not require the seller to accede to such request.

- b) Form of indicating compensation. If offered, the Listing Broker Member must indicate cooperating compensation in the form of a percentage of the gross selling price or a definite dollar amount.
- c) Changes to published compensation. If an offer of cooperating compensation is filed with WVMLS, the Listing Broker Member may notify WVMLS of a change to the cooperating compensation the seller is offering to other Members at any time prior to the time any of them produces an offer to purchase.
- d) No disclosure of total commission. WVMLS does not require the Listing Broker Member to disclose the commission negotiated between the Listing Broker and the seller. WVMLS does not request this information, and if it is submitted, WVMLS will not disclose it to any individual or entity.
- e) Compensation subject to third party approval. If the commission offered to a cooperating broker is subject to reduction by a court or lender, the Listing Broker Member must disclose this fact to all cooperating brokers prior to the time any of them produces an offer to purchase. In such instances, the Listing Broker must clearly communicate either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated.
- f) Dual or variable rate commission. In the event the Listing Broker Member's agreement with the seller provides for the seller to pay a different commission to the listing broker depending on who sells the listing or other circumstances (a dual or variable rate commission arrangement), the Listing Broker Member shall indicate in the manner set out on WVMLS's system and input forms the existence of dual or variable rate commission arrangement. In response to any inquiry from a potential cooperating broker, the Listing Broker Member must disclose to the potential cooperating broker the differential that would result to the Listing Broker in either a cooperative transaction or, alternatively, in a sale that results through the efforts of the seller.

Rule 6. Lockboxes and Lockbox Keys. Refer to the terms and conditions as set forth in WVMLS's Licensee Agreement. A Member may use the lockbox system provided by WVMLS to enter the listings of other Members 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. A Member may not enter the listing of another Member for any other purpose, whether personal or commercial.

Rule 7 Internet Data Exchange Internet Data Exchange or IDX is a means by which a Member gives other Members the right to display his listings on their web sites in return for their permission to display

their listings on his web site, subject to these Rules. (See Attached WVMLS Participant Data Access Agreement)

- a) Definitions. The following terms have the meanings given them here.
 - i. “IDX Member” means a Member who has not opted out of IDX; Members are presumed to be IDX Members unless they inform WVMLS to the contrary.
 - ii. “IDX Data” means all active and contingent listings of IDX Members, except those listings where the seller has prohibited display on the Internet.
 - iii. “IDX Site” means a web site of an IDX Member displaying the IDX Data or any portion of it.
 - iv. “IDX License Agreement” means the agreement adopted by WVMLS for licensing data to IDX Members for IDX use.
- b) IDX Member Control and Branding. An IDX Member must own and control any IDX Site; branding on the site must make clear to any consumer visiting it that the site belongs to the IDX Member.
- c) Data feeds. WVMLS shall provide an IDX Member a data feed including the IDX Data upon the IDX Member’s request, subject to these Rules and WVMLS’s standard fees (as adopted by the Board of Directors). The feed may take any form directed by the Board of Directors (including FTP or RETS). Each IDX Member is permitted a single data feed or login. WVMLS will update the IDX Data a minimum of once per week. More frequent updates may be available by means designated by the Board of Directors.
- d) No Other Use. No IDX Member may make any use of the IDX Data except the operation of an IDX Site as provided for in these Rules. Except as expressly provided in these rules, an IDX Member may not disclose the IDX Data or any part of it to any party.
- e) No Modification of Other Member’s Listing. No IDX Member may modify any listing of another Member when displaying it on an IDX Site.
- f) Minimum Updates. An IDX Member must update IDX Data on the Member’s IDX Site at least every 12 hours.
- g) Listing Broker Identified. A search result on an IDX Site producing a display of another Participant Members Broker’s listing shall bear the listing company’s name immediately adjacent to the property information in a 10 point font size (minimum) with a font color Black. This information must appear without the need for the site visitor to have to scroll to view it.
- h) Disclaimer. Any search results including any portion of the IDX Data must include a disclaimer of accuracy in the data. The Board of Directors may adopt the specific form the disclaimer must take.
- i) Correcting problems. The IDX Site operator must make changes within ten (10) days of notice from WVMLS to correct or cure any violation of WVMLS Rules and Regulations or any breach of the WVMLS Participant Data Access Agreement.

- j) Avoiding scraping. The IDX Site operator shall take reasonable efforts to avoid scraping of the IDX Data and framing of the IDX Data by any unauthorized web site.

Rule 8. Use of MLS in Member Firm Name and Web Address.

- a) Use of WVMLS Trademarks Prohibited. Members shall not use the copyrights or trademarks of WVMLS and shall not use WVMLS's logo, "WVMLS," "Willamette Valley Multiple Listing Service" or derivatives thereof in member names, domain names, web addresses or uniform resource locators ("URLs").
- b) Use of Term "MLS" Prohibited. Members shall not use the term "multiple listing service," the acronym "MLS," or derivatives thereof in Member names. In addition, Members shall not use the terms "multiple listing service," the acronym "MLS," or derivatives thereof in domain names, web addresses, URLs, URL redirection sites, or any form of marketing or advertising, and all existing uses of such terms must cease no later than April 1, 2007. No Member shall indicate or imply in any manner that the Member is a multiple listing service or that the public has access to or may search the multiple listing service (e.g. "Search the MLS" or "Access WVMLS") on the member's website or otherwise.

Rule 9. Display and Reproduction of Listing Content

- a) Display and reproduction generally. Members are permitted to reproduce and display listing records and listing compilations to prospective buyers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties reproduced and displayed. Each reproduction or display of any listing record or portion thereof from WVMLS to a non-Member must be consistent either with Rule 9 or Rule 7. All other reproductions and displays to non-Members are prohibited.
- b) Reproduction of active listings records permitted. Members may reproduce from listing compilations and distribute to prospective buyers a reasonable number of single copies of active listing records which relate to properties in which the prospective buyers are or may, in the judgment of the Member, be interested.
 - i. Identification. Before reproducing listing records for a prospective buyer, a Member must obtain identifying information from the prospective buyer, consisting at a minimum of name and one of the following: mailing address, telephone number, facsimile number or email address. A Member may reproduce listing records for a prospective buyer subject to these Rules immediately upon obtaining the identification information. The Member must, however, attempt to verify the contact information provided within 72 hours by communicating to the prospective buyer at the address or number given and receiving a communication from the prospective buyer in response. The Member must suspend reproduction of listing records if, after 72 hours, the Member does not receive a responding communication, until such time that the Member receives a response.
 - ii. Prospective buyers' ability to pay. Members may reproduce for prospective buyers only those listing records consistent with the prospective buyers' ability to pay. Members must base their evaluations of a prospective buyer's ability to pay on (i) the prospective buyer's representations regarding her approximate income, assets, and desired price range, or evidence the prospective buyer has been pre-approved for a mortgage of a particular size

- and (ii) the Member's professional judgment, having reviewed the prospective buyer's information.
- iii. Prospective buyers' expressed interests. Members may reproduce for prospective buyers only those listing records consistent with the prospective buyers' expressed interests. Members must make reasonable efforts to ascertain prospective buyers' interests; for example, Members could at a minimum ascertain the approximate size (in square feet, number of bedrooms, or lot size) and price range of properties in which prospective purchasers may be interested. Members must exercise their professional judgment to ensure that the prospective purchaser's expressed interests are not unreasonably vague. For example, an expressed interest in homes with between one and five bedrooms or costing between \$100,000 and \$1,200,000 would be unreasonably vague, unless the prospective purchaser offered a rationale for the wide range.
- iv. Reasonable number of listings. A "reasonable" number of listing records, as the term is used in this Rule, refers to 100 or fewer listing records reproduced for any single prospective buyer or for all prospective buyers in a single household during any 24-hour period.
- c) Reproduction of listing records in support of property valuations. A Member may reproduce for a buyer or seller active and off-market listing records necessary in the Member's reasonable business judgment to support the Member's valuation of a property prepared for the buyer or seller; provided that the Member shall reproduce no more listing records and no more listing data fields than necessary to support the valuation.
- d) Disclosure to Member Affiliated Technology/Marketing Partners. A Member may disclose the WVMLS data to an affiliated technology/marketing partner (ATMP) only to the extent necessary to permit the ATMP to assist the Member in an activity otherwise permitted to the Member under these Rules and subject to any license agreement that WVMLS imposes on the Member and the ATMP. For purposes of these Rules, "Affiliated technology/marketing partner" or "ATMP" means, with regard to any Member, a person or entity engaged by that Member to assist the Member in making use of the WVMLS data under the terms permitted in these Rules.
- e) All Other Disclosures Prohibited. Except as provided in Rule 7 and Rules 9(a) - 9(d), no Member may disclose the WVMLS data or any portion of it to any non-Member. Without limiting the generality of the previous sentence, the disclosure, redistribution, re-licensing, or resale of the WVMLS data, or any portion of it, to any person or entity under any conditions and by any means is strictly prohibited, except as expressly provided in these Rules.
- f) Confidential listing fields. Members shall refrain from all reproduction and display to non-Members of any of the following fields by any means:
- PRE-Active listings (any data), Expiration date, Private Remarks, Showing Instructions, Owner/Occupant phone numbers, Lockbox info.
- g) Where Member is Listing Broker. Nothing contained in these Rules and regulations shall be construed to preclude any Member from any use, display, distribution, or reproduction of any listing records pertaining exclusively to listings for which that Member is the Listing Broker.

- h) Advertising listings. A Member may not advertise a listing unless the Member has the prior consent of the Listing Broker to advertise it.
- i) Altering Data and Correction of Errors. No Member shall alter the content of any listing record provided by another Member before disclosing it to a consumer by any means, including by traditional means, automated means, or IDX. If a Member discloses the listing of another Member by any means, whether traditional means, automated means, or IDX, and the disclosing Member supplements the WVMLS data in the disclosure with data or material from other sources, the disclosing Member must be available via the communications methods and addresses on file with WVMLS to receive comments from the listing broker regarding the accuracy of the supplemental material and correct any factual error relating to any specific property within 48 hours of learning of it.
- j) WVMLS Data Subject to Copyright. All WVMLS data is proprietary to WVMLS and is subject to protection by federal copyright laws. Any display of WVMLS data, whether by traditional means, automated means, or IDX shall include a copyright notice in this form: “Copyright xxxx Willamette Valley MLS” where “xxxx” is replaced with the current year. These Rules constitute a non-exclusive license, and not an exclusive license or assignment, to Members to reproduce and display the WVMLS Data solely as expressly permitted in these Rules. Any use for any other purpose is strictly prohibited.
- k) Brokerage Relationship and Services by Automated Means Permitted. Members may deliver brokerage services via automated means to customer/clients with whom the Members have previously established bona fide brokerage relationships, subject to the requirements of these Rules. A Member providing brokerage services via automated means may provide other features, information, or functions, including, for example, IDX. Members may form brokerage relationships with customers/clients by automated means, subject to the requirements of these Rules. “Automated means” shall mean technology under a Member’s control that allows the Member to interact with any person for purposes of forming a brokerage relationship or delivering brokerage services without the intervention of a human being.
- l) Requirements to Establish a Brokerage Relationship by Automated Means. In order for a Member to form a bona fide brokerage relationship with a customer/client by automated means for purposes of these Rules, the Member must satisfy each of the following requirements:
 - i. The Member must satisfy all the requirements of state law to establish a brokerage relationship, including making any applicable disclosures and elections as to form of representation and entering any required agreements.
 - ii. The Member must obtain the name and valid email address for the customer/client and must validate the email address.
 - iii. If the Member will provide access to the WVMLS data by automated means, the customer/client must have a unique user ID and a password to access the automated means. The Member may supply the user ID and password or allow the customer/client to select them. The Member must require the customer/client to change his/her password at least once every **90** days. No customer/client email may be associated with more than one user ID.
 - iv. The customer/client must assent by affirmative means to a terms of use agreement for the WVMLS Data that includes at least the following terms:

- A. The customer/client acknowledges entering a brokerage relationship with the Member as a bona fide customer/client.
 - B. The customer/client agrees to make only personal and non-commercial uses of the WVMLS data and only to advance the customer/client's interest in the purchase, sale, or lease of real estate of the type offered by the Member.
 - C. The customer/client acknowledges WVMLS's ownership of, and the validity of WVMLS's copyright in, the WVMLS data.
 - D. The Member expressly consents for other Members and WVMLS (and their authorized representatives) to access the Member's automated means for purposes of assessing the Member's compliance with these Rules.
 - F. Any other terms necessary in the Member's reasonable judgment and consistent with these Rules.
- m) Requirements for Disclosing WVMLS Data by Automated Means. Any disclosure of WVMLS data by automated means must be consistent with Rule 9(a)-9(d) and the requirements of this Rule 9(n):
- i. The disclosing Member shall retain records of the name, email address, user ID, password, and user log of every recipient of automated disclosures for a period not less than 180 days after the last disclosure of WVMLS data to the recipient. The user log shall include a record of each search and record display in which the recipient engages.
 - ii. If WVMLS notifies the Member that WVMLS has reason to believe the Member's automated means has caused or permitted a breach in the security of the WVMLS data, the Member shall immediately provide the records identified in Rule 9(n)(i) to WVMLS.
 - iii. The Member's automated means must prominently display or promptly provide specific identification of a mode of communication (e.g., email, telephone, live chat) by which a consumer can contact the Member to ask questions or obtain more information about any property disclosed by the Member's automated means. The disclosing Member or a Member affiliated with the disclosing Member, must be willing and able to respond knowledgeably to inquiries from customers/clients about properties the Member's automated means have disclosed.
 - iv. The Member's automated means must make reasonable efforts to
 - A. assure that the users of the Member's automated means are human beings and not Internet "robots" or "spiders" gathering WVMLS data in any automated fashion; and
 - B. monitor and prevent misappropriation, "scraping," and other unauthorized use of WVMLS data disclosed via the Member's automated means.
 - v. A Member's automated means shall employ other security measures specified by WVMLS, except that WVMLS shall not specify security measures greater than those it uses to protect its own systems.
 - vi. A Member's automated means shall not disclose the listing or address of any seller who has requested in writing on a form approved by WVMLS that her listing or address be withheld from all Internet display. In that event, the Member who is the listing broker may not display the seller's listing or listing address, or cause it to be displayed, on any web site.
 - vii. A Member's automated means shall not display an automated estimate of the market value of a listing or link to an automated valuation adjacent to the listing of any seller who has requested in writing on a form approved by WVMLS that automated valuations not appear next to her listing.
 - viii. A Member's automated means shall not display third-party commentary or reviews regarding a listing or link to third-commentary or reviews adjacent to the listing of any

seller who has requested in writing on a form approved by WVMLS that third-party commentary and reviews not appear next to her listing. This Section does not prevent the display of comments or reviews that reflect the professional judgment of the Member disclosing the seller's listing.

- ix. In the event a seller has made the election to exclude content next to her listing under Rule 9(m)(vii) or (viii), the Member disclosing the seller's listing may indicate that those functions are disabled at the request of the seller.
- x. Any disclosure of a listing by automated means must indicate the date the data was last updated from WVMLS.
- n) Notification to WVMLS of Member's Automated Means. Any Member disclosing WVMLS data by automated means must notify WVMLS of the Member's intention to do so and make the automated means available to WVMLS and other Members for purposes of verifying the disclosing Member's compliance with the Rules.
- o) Non-Principal Brokers Operating Automated Means. A non-principal broker Member may disclose WVMLS data by automated means only with the permission of and under the supervision of his/her principal broker. A non-principal broker Member's automated means of disclosing WVMLS data is subject to these Rules, and the principal broker Member is subject to discipline for any violation of these Rules committed by a non-principal broker Member or committed on a non-principal broker Member's automated means.
- p) Members Using Affiliated Technology/Marketing Partners. Any Member may engage an Affiliated Technology/Marketing Partner (ATMP) to operate the Member's automated means of disclosing WVMLS data, subject to Rule 9(d) and the following terms:
 - i. The ATMP's use may extend only as necessary to permit the Member to carry out activities expressly permitted in these Rules.
 - ii. A Member may work with multiple ATMPs, and an ATMP may work with multiple Members.
 - iii. If WVMLS determines in its reasonable judgment that an ATMP has made use of the WVMLS data beyond the scope of WVMLS's license to the ATMP, WVMLS may discontinue any further use by that ATMP of the WVMLS data and may prohibit use of that ATMP by any Member.
 - iv. If an ATMP's branding or identity appears on a Member's automated means, it must be presented in such a way as to convey to the reasonable consumer that the automated means is that of the Member and that it is the Member, not the ATMP, who is providing brokerage services to the consumer.

Rule 10. Dues, Fees & Contact Information

Designated Members shall pay periodic dues in an amount determined by the Board of Directors, including an amount determined by the Board of Directors for each licensee (including each Non-Designed Member) affiliated with the Designated Member. Fees for charges of supplies and other services remain the responsibility of the Designated Member for payment. (See Attached WVMLS Billing Policy)

Designated Members shall maintain on file with WVMLS current contact information, including a valid email address, for any affiliated Member, licensee, employee or other contractor who is provided access to WVMLS services and systems through their Membership. WVMLS must be notified within 7 days of any change in contact information.

Rule 11. Exemption of Dues

All Licensees affiliated with a Designated Member are required to pay monthly dues unless the licensee applies for and is qualified for exemption of dues. A request for exemption of dues requires the signature of

both the licensee and the Designated Member. Licensees shall not request exemption status until all “pending” sales activities are resolved. Licensees’ active listings must be transferred to another Licensee by the Principal Broker. Exemption of Dues shall automatically be revoked upon the individual being engaged in real estate activities such as listing, selling, leasing, counseling or appraising. Exemption status does allow referral activity. (See Attached Exemption of Dues Application)

Rule 12. Standards of conduct (Code of Ethics)

- a. No action inconsistent with the agency of another. Members shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other Members have with clients.
- b. No solicitation of listing broker’s clients. Members shall not use information obtained from listing Members through offers to cooperate made through WVMLS or through other offers of cooperation to refer listing Members’ clients to other brokers or to create buyer relationships with listing Members’ clients, unless such use is authorized by listing Members.
- e. Obligation to ascertain whether consumer is already represented. Members, prior to entering into a representation agreement with a buyer or seller, have an affirmative obligation to make reasonable efforts to determine whether the buyer or seller is subject to a current, valid exclusive agreement to provide the same type of real estate service.
- g. Negotiations carried on through Members. All dealings concerning property exclusively listed or with buyers who are subject to exclusive agreements shall be carried on with the client’s representative or broker and not with the client, except with the consent of the client’s representative or broker or where such dealings are initiated by the client. Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, Members shall ask the prospects whether they are parties to any exclusive representation agreements. Members shall not knowingly provide substantive services concerning prospective transactions to prospects who are parties to exclusive representation agreements, except with the consent of the prospects’ exclusive representatives.
- h. Application of standards of conduct. This Rule 12 is not intended to prohibit ethical, albeit aggressive or innovative business practices, and does not prohibit disagreements among Members involving commission, fees, compensation, or other forms of payment or expenses.
- i. Disparagement of other Members. Members shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.
- j. Use of Member contact information. Members are not permitted to use the contact information (e.g., email address, phone number, address) of other Members in connection with any unsolicited bulk or commercial messages (also referred to as “spam”).

Rule 13. Harassment

Harassment is unacceptable conduct and is contrary to the policy of WVMLS. Harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any conduct with the purpose or effect of unreasonably interfering with an individual’s work performance by creating a hostile, intimidating or offensive work environment.

A Member may be sanctioned with fines, suspension, or termination of membership if they are determined by the WVMLS Board of Directors to have participated in harassment of a WVMLS employee or another Member.

Attachments to WVMLS Rules

Application for Membership

Service Agreement

Listing Maintenance Agreement

Rules Enforcement Procedures

WVMLS IDX/Data Feed Agreement

Billing Policy

Exemption of Dues Application

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 #	_____ Paid in Full \$2000 _____ Date Paid _____ Rcpt # _____
Manufactured Structures Dealer License #	_____ Payment Option \$500 - Initial Pmt _____ Date Paid _____ Rcpt # _____
	_____ Membership Payment Agreement _____ Date Signed _____
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 _____ <div style="text-align: right; font-size: small;">Board Approved 02/25/2021</div>

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: _____

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: _____

©WVMLS 05/2021_CK
Recurring_Payment_Form.docx

Additional Notes: _____

Rules Enforcement Procedures

The following procedures will be used to deal with any actual or alleged violation of the WVMLS governing documents, which include but are not limited to: Bylaws, Rules, Policies, Application for Membership, and WVMLS Service/DisplayKey Agreement. These Procedures apply to all use of WVMLS services by participants, including Designated and Non-Designated Members as defined in the WVMLS Bylaws and, as applicable, any licensee, employee or other contractor affiliated with Designated or Non-Designated Members.

At the time a violation is reported or becomes known to WVMLS, the following procedure will occur:

1. WVMLS may request such written documentation as needed to verify the alleged violation. Records or copies of documents shall be delivered to WVMLS within 3 days of the request. Failure to comply with this request will not impede the process but may result in further disciplinary action.
2. If the allegation is found to be valid, one or more of the following disciplinary actions may be imposed:
 - a. Warning or Reprimand
 - b. Fine
 - c. Prescribed education
 - d. Suspension or withdrawal of data input privileges
 - e. Suspension of Service(s)
 - f. Suspension or Termination of Membership
 - g. Other disciplinary action as appropriate
3. The following are standard fines which may be considered. Recurring violations may result in additional disciplinary actions. Note: this is not intended to represent an exhaustive list of fines and/or violations, but rather to serve as guidelines.

\$100 fine	\$500 fine
Failure to register new licensees for MLS service (fine incurred for each month of membership dues missed)	Lost or stolen key WITH secret PIN
Inaccurate listing data (includes but is not limited to: failure to submit or update listing status within 2 days, failure to comply with required fields, tampering or removal of listing data or photos)	Lending of key to unauthorized individual
Lost or stolen key (1 st instance)	Sharing or disclosing WVMLS password to unauthorized individual

4. A member may file a written appeal of a disciplinary action to the WVMLS Board of Directors. Review by the Board of Directors will occur at its next scheduled meeting. The disciplinary action imposed will be held in abeyance until the ruling of the Board of Directors. The Board of Directors has the ability to uphold the disciplinary action imposed, reverse the action or impose additional disciplinary action. Decisions of the Board of Directors regarding all appeals are final and not subject to further appeal.

This **Internet Data Exchange ("IDX/Data License") License Agreement ("Agreement")** is made and entered into by Willamette Valley Multiple Listing Service ("WVMLS"), with offices at 3421 25th St. SE, Salem, OR 97302;

____ ("Member"), Office Name: _____;

and

____ ("Vendor"), Firm Name: _____.

1) PARTIES TO THIS AGREEMENT ("Parties")

- a) **Member:** "Member" shall refer to Designated and Non-Designated Members as defined in WVMLS Rules and, as applicable, any licensee affiliated with Designated Members and who has executed a WVMLS service agreement and desires to license WVMLS's data (as defined in 2. Definitions below) to assist Member in providing real estate brokerage services to its clients.
- b) **Vendor:** "Vendor" includes any third-party computer expert, consultant, internet service provider, web designer, or other technology provider who desires access to WVMLS's data to provide products and services to its Member customers.
- c) **WVMLS:** Salem Multiple Listing Bureau, Inc., DBA Willamette Valley Multiple Listing Service, who owns and operates a real estate multiple listing service on behalf of its Members. WVMLS collects, processes, and organizes real estate information such as, but not limited to, property facts, listing information, sale and commission data, photographs, Member contact details, rosters, and other information. WVMLS maintains a database of said information and intellectual property, which it licenses to its Members by agreement.

2) DEFINITIONS

- a) **WVMLS Data:** Real property and membership data aggregated by WVMLS.
- b) **WVMLS Rules:** The Bylaws, Rules, policies, and other governing documents of WVMLS.
- c) **Confidential Information:** Information or material proprietary to a party or designated "confidential" by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written, inspection of tangible assets or other form).
 - i) **All WVMLS Data**, except to the extent to which this Agreement and WVMLS Rules permit its disclosure;
 - ii) IP addresses, access codes, pins and passwords;
 - iii) Confidential property statuses and data fields as specified in WVMLS Rule 9(f);
 - iv) Any information that WVMLS obtains from any third party that WVMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by WVMLS;
 - v) Any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive;
 - vi) Any claims and evidence presented by any party in any arbitration under this Agreement;
 - vii) Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.
- d) **Consumer:** means a member of the public who is a potential buyer or seller of real estate.
- e) **Data Interface:** The transport protocols and data storage formats provided by WVMLS for use by parties to this data agreement. WVMLS may modify the Data Interface at its sole discretion from time to time.
- f) **Day:** The term "day" shall mean calendar day whether or not expressly identified.
- g) **IDX/Data ("IDX"):** IDX/Data Feed or IDX is a means by which a Member gives other Members the right to use

and display portions of the WVMLS Data of other IDX Participants as permitted on the signature page of this agreement.

h) “**IDX Member**” means a Member who has not opted out of IDX in accordance with WVMLS Rules.

i) “**IDX Site**” means a web site of an IDX Member displaying and WVMLS Data.

3) **FEED TYPES/PRODUCTS: Refer to Fee Schedule**

4) **LICENSE**

a) WVMLS hereby grants Member a limited, non-exclusive, non-transferable, revocable license to access and use WVMLS Data pursuant to and during the term of this Agreement.

i) Seven (7) days advance notice of changes related to the Data;

ii) The process for transferring the WVMLS Data shall be by such equipment and procedure as may be determined by WVMLS from time to time at its sole discretion. WVMLS does not undertake to provide technical support for the Data Interface or the WVMLS Data.

b) WVMLS shall have the right, for any or no reason, to terminate the Agreement. Upon termination of the Agreement, Member and Vendor shall cease publication, aggregation, and use of any and all WVMLS Data.

5) **OBLIGATIONS AND USAGE RIGHTS – MEMBER AND VENDOR**

a) Parties acknowledge that the WVMLS Data is a proprietary, original work of authorship from WVMLS and/or its Members and is protected under copyright and trademark laws. WVMLS retains all ownership, rights, title, copyright and intellectual property rights in and to the WVMLS Data. Except as explicitly provided for herein, Parties have no right to the WVMLS Data whatsoever and this Agreement creates no third party beneficiary rights. Any granted use of any portion of the WVMLS Data does not constitute a conveyance of any attribute of ownership of the data or the copyrights therein.

b) Parties shall use the WVMLS Data obtained under this Agreement for Member Internal Use, WVMLS IDX, and Other Permitted Uses set out in **Exhibit A – Other Approved Uses** only. Any other uses are strictly prohibited.

c) An IDX Member must own and control any IDX Site; branding on the site must make clear and conspicuous to any consumer visiting it that the site belongs to the IDX Member, except as specified in 6c herein and with a separate parent site IDX/Data License Agreement.

d) An IDX Member must update the WVMLS Data on the Member’s IDX site no less than every 12 hours.

e) When displaying listing content, a participant’s or user’s display must clearly identify the name of the listing brokerage firm and the email or phone number provided by the listing participant in a readily visible color and typeface consistent with any other data display. This information must appear without the need for the site visitor to have to scroll to view it. Minimal displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures.

f) Parties may execute IDX/Data License Agreement for each product, display or usage.

g) No Party may create any derivative works or uses without express written consent herein. Parties shall not redistribute, disseminate, copy, disassemble, download, export, transmit or provide the WVMLS Data or access to the WVMLS Data to any third party, third party computer or other electronic device except as explicitly provided for herein (and to the extent that information is displayed consistent with WVMLS Rules).

h) Parties shall not compile or aggregate the WVMLS Data with other data, or reviews, public or private comments, etc.

i) No IDX Member may modify any listing of another Member when displaying it on an IDX Site.

j) Parties may only make public display of the WVMLS Data to the extent permitted by WVMLS Rules and then only on as specifically permitted on the signature page of this Agreement. Parties shall comply with reasonable standard practices for preventing unauthorized access to WVMLS data to any third party (except to the extent that information is displayed consistent with WVMLS Rules.)

k) Member shall not make Confidential Information available to any third party unless expressly authorized to do so under this Agreement. All Parties shall protect Confidential Information with the highest degree of care, but in no event less than industry standards. A party may disclose Confidential Information if such disclosure is

required by law or court order; provided, however, that said party notifies the others in writing in advance of the disclosure.

- l) These prohibitions do not include the redistribution or dissemination of Member's own listing data to third parties.
- m) Any display of the WVMLS Data to persons other than WVMLS Member shall be accompanied by the following notice and disclaimer unless otherwise specified in this agreement.: "Based on information from Willamette Valley Multiple Listing Service, which neither guarantees nor is in any way responsible for its accuracy. All data is provided 'AS IS' and with all faults. Data maintained by Willamette Valley Multiple Listing Service may not reflect all real estate activity in the market."
- n) DMCA Notice: All websites displaying WVMLS Data shall comply with the Digital Millennium Copyright Act ("DMCA") with a designated agent appointed with the United States Copyright Office to receive notifications of claimed infringement under 17 U.S.C Section 512. See: <https://www.copyright.gov/dmca/> or <https://www.copyright.gov/legislation/dmca.pdf>
- o) Non-Discrimination: Use and display of the WVMLS Data shall be based upon objective search criteria only and may not select among WVMLS Data on a subjective or arbitrary basis.
- p) WVMLS data shall not be used to promote, market, advertise, display or otherwise provide any benefit of membership to non-WVMLS-member individuals or entities.
- q) Member and Vendor shall employ reasonable efforts to monitor for and prevent misappropriation, scraping and other unauthorized uses of the WVMLS Data and shall utilize appropriate security protection such as firewalls.
- r) Member and Vendor warrant that the information they have provided in this Agreement is complete and accurate. Member and Vendor shall provide WVMLS with written notice of any change in the information provided in this Agreement within five (5) days.
- s) Within five (5) days after termination of this Agreement, Member and Vendor shall return, erase or otherwise destroy all WVMLS Data in their possession and provide written verification thereof.
- t) Mobile Applications:
 - i) Members may display all or a portion of the WVMLS Data on mobile devices via a mobile application as specified in this Agreement. Members may not display any Confidential Information."
 - ii) The mobile application may only display WVMLS data for the purpose of allowing a consumer to view WVMLS data and shall not allow a consumer to extract, scrape, disseminate, or otherwise use or retain the WVMLS Data.
 - iii) The WVMLS copyright notice shall appear on each display, site or page (whether Internet or intranet), and/or printout displaying WVMLS Data. The WVMLS copyright notice must take the following form: "Copyright ##### Willamette Valley Multiple Listing Service" where ##### shall be the current year.
 - iv) If a mobile application contains a link to a website that contains WVMLS data, the website must comply with WVMLS Rules, including full notice and disclaimer requirements as outlined in item 5e. herein.
- u) Text Messaging:
 - i) Parties may display a reasonable portion (100 or fewer listings during a 24 hour period) of the WVMLS data text messages as follows:
 - ii) Text message must identify listing brokerage.
 - iii) Members may not send unsolicited texts to consumers or Members containing WVMLS data;
 - iv) Any text message containing WVMLS data must appear to be from the Member (not the vendor), even if it is sent by the vendor.
 - v) Any text message containing or pertaining to WVMLS data must contain the WVMLS copyright notice. The WVMLS copyright notice must take the following form: "Copyright ##### Willamette Valley Multiple Listing Service" where ##### shall be the current year.
 - vi) If any text message contains a link to a website that contains WVMLS data, the website must comply with WVMLS Rules, including full notice and disclaimer requirements as outlined in item 5e herein.

6) MEMBER'S ADDITIONAL OBLIGATIONS

- a) Member shall always comply with WVMLS Rules. In the event of any perceived conflict between WVMLS Rules and this Agreement, WVMLS Rules shall prevail and govern. Members must remain in good standing with WVMLS, and not be in deferral or inactive status.
- b) Team names, logos or identifiers shall not be featured on WVMLS IDX sites or displays unless all members of the team are WVMLS members.
- c) If member is affiliated with a parent site/company, Member agrees to not share WVMLS Data with or on parent site unless specified in a separate agreement or the parent site is an authorized member or licensed affiliate with WVMLS and has a signed agreement with WVMLS.
- d) If WVMLS notifies Member of a breach of WVMLS Rules and Member does not immediately cure the breach, Member shall hold Vendor harmless from any liability arising from Vendor's cooperation with WVMLS under Paragraph 7d herein.
- e) Member shall stand as surety for vendor and guarantees vendor's performance under this agreement. Member shall be liable for fees not paid by the Vendor in accordance with Paragraph 7b herein. In the event Vendor does not pay fees, the Member shall be responsible for fees due.

7) VENDOR'S ADDITIONAL OBLIGATIONS

- a) Vendor warrants that Vendor shall abide WVMLS Rules.
- b) Vendor shall pay the fees, if any, that WVMLS customarily charges for data access. Vendor acknowledges receipt of WVMLS's current fee schedule, if any. WVMLS may at its sole discretion establish or modify its fee schedule upon 30 days' written notice. Vendor shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement. WVMLS will suspend access to the WVMLS Data if payment is not received in full by the last day of the second month following billing. The obligation to pay the Fee is not suspended during any suspension of access to WVMLS data. Reinstatement will be allowed only if the entire account balance is paid in full, including payment of a reinstatement fee, all unpaid dues, late fees, and other charges.
- c) Vendor shall provide WVMLS monthly with a list of WVMLS Members customers; including customer first and last name, firm name, email address, website address... etc.
- d) Vendor shall immediately correct any breach of this Agreement or violation of WVMLS Rules within its control, whether committed by Member or Vendor, upon notice from WVMLS.
- e) Vendor shall not provide any products or services that utilize the WVMLS Data to a WVMLS Member without a current IDX/Data License Agreement with that Member and WVMLS for that specific product or service.
- f) Vendor acknowledges that Member and WVMLS possess all right, title, and interest in all copyrights in the WVMLS Data.
- g) Vendor shall not make the WVMLS Data or the Confidential Information available to any third party, except on behalf of Member and in a manner consistent with Member's obligations under Paragraph 5 & 6 of this Agreement; nor shall it make any other use of the WVMLS Data, whether commercial or personal.
- h) Vendor may only utilize WVMLS data to market its products or services to WVMLS Member real estate firms. Vendor may not use WVMLS Data to spam or market directly to brokers licensed to a Member without written permission from that Member.
- i) Upon notice from WVMLS, Vendor shall terminate its services to Member related to the use of WVMLS Data. WVMLS may request termination for any reason. In addition, Vendor shall comply with all requests for information for WVMLS regarding Vendor's access and use of the WVMLS Data.

8) AUDITS OF COMPLIANCE

- a) WVMLS shall have the right to audit the usage of the WVMLS Data by Member and Vendor at any time to determine compliance with this Agreement and WVMLS Bylaws, Rules and Policies.

9) TERM AND TERMINATION

- a) This Agreement shall terminate upon the occurrence of any of the following events:
 - i) Immediately upon termination of Member's active membership, or termination of enrollment in WVMLS by

Affiliated Licensees;

- ii) 30 days after any party's notice to the others of its intent to terminate;
 - iii) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured;
 - iv) Immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm;
 - v) As provided in Paragraph 15 herein.
- b) In the event the Member's privileges are terminated under the term of this Agreement, and WVMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated. Once reinstated, WVMLS will resume its obligations under Paragraph 4. In the event Member or Vendor breaches this agreement, WVMLS may opt to suspend its performance instead of terminating this agreement. WVMLS shall notify the other parties within three (3) days of the suspension. During the suspension, Member's and Vendor's obligations shall continue. In the event of suspension or termination of this Agreement, neither Member nor Vendor shall further use WVMLS Data or any derivative works based on the data (except portions of it relating to a Member's own listings). If Member's rights under this agreement are restored, they may resume using WVMLS Data.

10) GENERAL PROVISIONS

- a) **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Oregon, without regard to its conflicts and choice of law provision.
- b) **Survival of Obligations.** The obligations of Member set forth under "Member's Obligations" above and the obligations of Vendor under "Vendor's Obligations" above shall survive the termination or expiration of this Agreement for five (5) years. The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity.

11) WVMLS's REMEDIES.

- a) **Injunctive relief:** Member and Vendor acknowledge and agree that WVMLS would suffer irreparable harm if either of them breach or threaten to breach their obligations under this Agreement, and monetary damages would be inadequate to compensate WVMLS for a breach. WVMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief, without bond, to restrain any threatened, continuing or further breach by Member or Vendor. WVMLS need not show or prove any actual damages were sustained or occurred.
- b) **Liquidated damages:** Member and Vendor acknowledge that damages suffered by WVMLS from access to the WVMLS Data by an unauthorized third party as a result of a breach of this Agreement would be speculative and difficult to quantify. Accordingly, as a material inducement to WVMLS to enter into this Agreement, Member and Vendor agree that in such event, this Agreement shall terminate and Member shall be liable to WVMLS for liquidated damages in the amount of \$15,000 for each such disclosure; and in the event Member, Vendor, or contractors, disclose any password to access the WVMLS Data or disclose the WVMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Vendor shall be liable to WVMLS for liquidated damages in the amount of \$30,000 for each such disclosure and termination of this Agreement.
- c) **Data Provided Without Warranty. MEMBER AND VENDOR ACKNOWLEDGE THAT WVMLS PROVIDES THE WVMLS DATA "AS-IS," "AS-AVAILABLE" BASIS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY.**
- d) **Limitation of Liability. IN NO EVENT SHALL WVMLS BE LIABLE TO MEMBER OR VENDOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF WVMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL WVMLS BE LIABLE TO MEMBER OR VENDOR FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (1) THE FEES MEMBER OR VENDOR (AS APPLICABLE) HAS PAID WVMLS IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000.**
- e) **Arbitration/Attorney's fees.** Any claim that Member has violated WVMLS Rules shall, at WVMLS's option,

be resolved in accordance with disciplinary procedures in WVMLS Rules. Otherwise, if a dispute or a material breach arises from or relates to this Agreement the matter shall be settled by arbitration. The Commercial Arbitration Rules of the American Arbitration Association shall govern any such arbitration. The parties shall be allowed discovery in accordance with the Federal Rules of Civil Procedure. The arbitration shall be conducted in Salem, Oregon provided, however, that either party shall be entitled to participate in such arbitration by teleconference or video conference. The decision of the arbitrator shall be final and binding on the and judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall also be entitled to recover reasonable attorneys' fees and costs in connection with any such arbitration proceeding

- f) **Jurisdiction and Venue.** The parties consent and submit themselves to personal jurisdiction of the courts of the State of Oregon and Marion County Circuit Court or the Federal District Court of Oregon, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to arbitration.
 - g) **Indemnification.** Member and Vendor shall indemnify, defend, and hold WVMLS harmless from any claims arising out of or related to Member's or Vendor's use of the WVMLS Data. Subject to Paragraph 11c and 11d herein, In the event of a claim, WVMLS shall promptly notify member and Vendor and give them the opportunity to defend or negotiate a settlement of any such claim at their expense. WVMLS shall cooperate fully, at Member's and Vendor's expense, in defending or settling any claim.
 - h) **Intellectual Property.** Member/Vendor will defend, at its own expense, any claim, suit or proceeding brought against WVMLS to the extent it is based upon a claim that unmodified WVMLS-proprietary code/intellectual property licensed to Member/Vendor pursuant to this Agreement infringes upon any United States patent, copyright or trade secret of any third party. Member/Vendor agrees that it shall promptly notify WVMLS in writing of any such claim or action and give WVMLS full information and assistance in connection therewith. WVMLS shall have the sole right to control the defense of any such claim or action and the sole right to settle or compromise any such claim or action. WVMLS will have no liability for any claim of infringement arising as a result of:
 - i) Member's or Vendor's use of the WVMLS Data in combination with any items not supplied by WVMLS where such combination is the basis of the infringement claim;
 - ii) Any modification of the WVMLS Data by Member or Vendor or third parties;
 - iii) Use of other than the latest revision of the WVMLS Data if use of the latest revision would avoid the infringement; or
 - iv) Use of the WVMLS Data outside the scope of the license granted hereunder.
- 12) Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or e-mailed to the parties at their respective addresses set forth herein and shall be effective the earlier of the date of receipt or three (3) days after mailing or other transmission. Notices sent via email shall be considered delivered upon sending.
- 13) No Waiver/Assignment.** No waiver or modification of this Agreement is valid or enforceable unless in writing and signed by the party who has waived its rights or has agreed to a modification. No party may assign or otherwise transfer any of its rights/obligations under this agreement to any other party without the prior written consent of all other parties. Any purported assignment/delegation without written consent is null and void and shall cause this agreement to be terminated immediately. A fee, in accordance with the WVMLS Fee Schedule, shall be assessed upon the approved transfer of rights/obligations to another party. Transfer of rights/obligations must be done in writing and WVMLS shall have sole discretion of approval of transfer of rights/obligations.
- 14) Entire Agreement.** Subject to WVMLS Rules, the parties agree to the full and complete understanding of the subject matter of this Agreement. Whether oral or written, this agreement supersedes all prior representations and understandings of this Agreement.
- 15) Severability.** 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. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

WVMLS Internet Data Access (IDX) Agreement

Exhibit A – Other Permitted Uses

1. None.

WVMLS IDX/Data Feed Agreement

Approved Use Under this Agreement: (Select all that apply. Separate agreements may be required.)

- | |
|---|
| <ul style="list-style-type: none"><input type="radio"/> Analytics: Any information resulting from the systematic analysis of WVMLS Data whether for internal or consumer use.<input type="radio"/> Automated Valuation Model (AVM): Any information taken from WVMLS data to create an AVM whether for internal or consumer use.<input type="radio"/> Customer Relationship Management (CRM): Any information taken from the WVMLS data to create or maintain a CRM or related marketing, sales, or analytics.<input type="radio"/> IDX Website: Any website that displays listings/data from WVMLS by way of any IDX/Data Feed or IDX.
Please check all that apply:<ul style="list-style-type: none"><input type="radio"/> Affiliated Licensee Website: A website that is maintained by an affiliated real estate licensee or Vendor with Member's permission. Website displays a portion of the WVMLS Data in accordance with WVMLS Rules. Member and Vendor are responsible for ensuring that affiliated licensee websites comply with WVMLS Rules.<input type="radio"/> Co-Branded IDX Website: Any arrangement or alliance of multiple brand names that jointly associates a single product or service with more than one brand name that displays listings from WVMLS by way of an IDX/Data Feed or IDX.<input type="radio"/> Parent/Company/Corporate Website: Secondary IDX Agreement Needed. See subject to 6C of this Agreement.<input type="radio"/> Member Website: A website that displays a portion of the WVMLS Data on Member's website(s) in accordance with WVMLS Rules. |
| <ul style="list-style-type: none"><input type="radio"/> Mobile App: Any application (app) used to disseminate or display WVMLS data, with or without assistance of Vendor, on mobile devices through a mobile app in accordance with WVMLS Rules.<input type="radio"/> Text Messaging: Use of text message or messaging apps to display portions of WVMLS Data to prospective buyers and sellers in accordance with WVMLS Rules.<input type="radio"/> Social Media: Use of websites and applications (including but not limited to; Facebook, Twitter, Instagram and all other formats now known or hereafter invented) that allow users to create and share WVMLS data or to participate in social networking in conformance with WVMLS Rule 9(h). |
| <ul style="list-style-type: none"><input type="radio"/> Back Office Uses. <u>Member Internal Use Only:</u> Any use of those portions of the WVMLS Data relating to Member's own listings and any use of WVMLS Data that exposes the WVMLS Data only to Member and to the Member's clients in the ordinary course of the Member's real estate brokerage business. Use of WVMLS Data for Member's accounting, statistical, auto-populating, and other internal applications. |
| <ul style="list-style-type: none"><input type="radio"/> Virtual Office Website (VOW): An IDX website, or feature of a website, operated by a Member or for a member by a vendor through which the member is capable of providing real estate brokerage services to consumers with whom the member has first established a Broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS data, subject to the member's oversight, supervision, and accountability, and in accordance with WVMLS Rule 9. |
| <ul style="list-style-type: none"><input type="radio"/> Other Permitted Uses: Any use of the WVMLS Data for the purposes set out in Exhibit A – Other Approved Uses, if any, in the ordinary course of the Member's real estate brokerage business. |

WVMLS Participant Data Access Agreement

Under this Agreement, **MEMBER IS PERMITTED TO WORK ONLY WITH THE VENDOR NAMED HERE.** If Member chooses to engage a different Vendor or additional Vendors, Member must enter into a new version of this Agreement with WVMLS and each such Vendor.

Under this Agreement, **VENDOR IS PERMITTED TO WORK ONLY WITH THE MEMBER NAMED HERE.** Vendor may not use data obtained under this Agreement to provide any services to other brokerage Members not listed in this agreement. Vendor must enter into a new version of this Agreement with WVMLS and each such Member.

If Member will perform their own technical work and there is no Vendor party to this Agreement, Member should cross out the Vendor signature box before returning this Agreement to WVMLS.

OFFICE/IDX PARTICIPANT INFORMATION

Office Name:

Name of WVMLS Designated Member (PRINT)

Signature

Date

(WVMLS Principal Broker)

Name of WVMLS of Affiliate Licensee or Broker (PRINT)

Signature

Date

(Name of Whom Is Applying for WVMLS Data Feed)

WVMLS MEMBER OR AFFILIATED LICENSEE CONTACT INFO FOR NOTICES & OPERATIONS

Name:

Phone #:

Email:

Mailing Address:

VENDOR INFORMATION/STAGING SITE

- Member and Vendor authorize WVMLS to access this account and access to the member/vendor's web space.
- Staging site, including all content, must be in its finalized form in order to be eligible for approval. Staging site must accurately represent proposed final site.
- To ensure effective communication and an efficient process between member/vendor and WVMLS the member/vendor agrees to designate a single representative to work with WVMLS.
- For NEW vendors, a subset of data will be distributed for testing purposes. Once compliance is met/approved by WVMLS the full data set will be released.
- Member/Vendor agree to take down staging site upon effective date of agreement.

Vendor Name:

Vendor Email:

Staging Site URL:

Final URL:

(Website address/URL where listings will be displayed)

Contact Name:

Contact Phone #:

Name of Authorized Company Rep (PRINT)

Signature

Date

WVMLS ONLY

CEO Name (PRINT)

Signature

Effective Date of Agreement

Notes:

WVMLS Fee Schedule

Fees are per-profile. Payment is required in advance and automatic credit card billing strongly encouraged. Payments are due the first day of each quarter for the following 3-month period.

One-Time Vendor Setup Fee for RETS/API	\$100
One-Time Change Fee (Vendor, Feed type change, etc.)	\$50
Recurring Quarterly Fee	Stated Per Package

RETS Feed

RETS Tier #1 Free! <ul style="list-style-type: none"> •Your Listing Data 	RETS Tier #2 \$120 Qrtry <ul style="list-style-type: none"> •Your Listing Data •All WVMLS Active Office Listing Data 	RETS Tier #3 \$240 Qrtry <ul style="list-style-type: none"> •Your Listing Data •All WVMLS Active Listing Data •Sold Data 	RETS VOW Only \$300 Qrtly <ul style="list-style-type: none"> •Your Listing Data •All WVMLS Statuses for all classes •Sold Data
---	--	---	---

API FEED

API Tier #1 \$180 Qrtry <ul style="list-style-type: none"> •Your Listing Data 	API Tier #2 \$ 300 Qrtry <ul style="list-style-type: none"> •Your Listing Data •All WVMLS Active Office Listing Data 	API Tier #3 \$420 Qrtry <ul style="list-style-type: none"> •Your Listing Data •All WVMLS Active Listing Data •Sold Data 	API VOW ONLY \$480 Qrtly <ul style="list-style-type: none"> •Your Listing Data •All WVMLS Statuses for all classes •Sold Data
--	--	--	--

Active Listing Data Includes: All WVMLS Active, Active Under Contract, and Active Bumpable data for all property classes.

Sold Listing Data Includes: Includes all WVMLS Sold data for all property classes. Initial feed goes back 3 years.

All VOW Statuses Include: Above plus, Expired, Pending, PRE, Terminated, and Withdrawn.

WVMLS Classes: Residential, Manufacture without Land, Bareland, Multifamily, Commercial, and Lease.

WVMLS Billing Policy

INDIVIDUAL BILLING: WVMLS Members are responsible for all payment of dues and other charges for all affiliated licensees. However, as a courtesy, Willamette Valley MLS will bill Members and their licensees individually.

To assist Members, WVMLS will make reasonable attempts to collect dues and alert Members of licensee non-payment of 30 days or more. Members shall be invoiced directly for licensees who fail to keep individual accounts current.

ADVANCE PAYMENT: WVMLS collects dues and office fees on a monthly basis, in advance. Advance, quarterly, or yearly billing is also available upon request.

INVOICES: Invoices for dues and office fees are emailed on the first of the month and are due on the first of each month. Billable supplies and services are invoiced at the point of purchase and are due upon receipt.

METHODS OF PAYMENT: Recurring AutoPayment with a designated credit or debit card is strongly encouraged. Online and phone payments are accepted by credit or debit card. Checks, money orders, and cash payments may be made at the WVMLS office.

OVERDUE INVOICES: Invoices are overdue 15 days from the invoice date. Overdue notices will be emailed at 15 and 30 days, but it is the responsibility of each Member and licensee to keep their accounts current. Refer to Fee Schedule below.

SUSPENSION: At 45 days from invoice date, all services will be suspended, including KeyCard access, WVMLS database, and any active listings in the WVMLS database. Note: For overdue Member accounts, suspension includes WVMLS services for all their affiliated licensees. Refer to Fee Schedule below.

REINSTATEMENT: Members may be reinstated when all past due amounts are paid. Members and licensees may be required to authorize recurring AutoPayment with a credit or debit card and/or be added to Members monthly invoice. Refer to Fee Schedule below.

REFUNDS: Upon termination of WVMLS service, Members or licensees may request a refund of funds on account. No refunds will be given for any amount equal to or less than one month's regular billing, or for any interest or reinstatement fees. Key deposit, if applicable, may be applied to any unpaid balance due, with any remainder refunded.

FEE SCHEDULE & TIMELINE

15 days from invoice date	Overdue notice emailed	
30 days from invoice date	2 nd overdue notice w/Member (as appropriate)	\$15
	Late Fee	
45 days from invoice date	Suspension of Service	
60 days from invoice date	Interest begins to accrue	1.5% interest per month (18% Annum)
	Member invoiced for licensee overdue amounts and licensee added to their account for future dues	
On Occurrence	Return Check Fee	\$25
On Reinstatement	Reinstatement Fee	\$50

Adopted by Board of Directors on 07/26/2012

Exemption of Dues Application

All Licensees affiliated with a Designated Member are required to pay monthly dues unless the licensee applies for and is qualified for exemption of dues. (See also WVMLS Rule 11. Exemption of Dues)

This request to the WVMLS Board of Directors for an exemption from the requirement to pay monthly dues requires the signature of both the licensee and the Designated Member. Circumstances for which dues exemption may be granted include: extended illness, extended vacation, retirement, property managers or certain firm employees*.

The following provisions apply during a period of dues exemption:

- Licensee must not participate in ANY real estate activity, such as listing, selling, leasing, showing, advertising, counseling, managing the real estate activities of other licensees, purchasing or investing for self or others, appraising or prospecting properties for sale. Any active or pending listings must be transferred to the Designated Member prior to application. Referral activity is permitted.
- No WVMLS KeyCard service or access
- No WVMLS database access
- \$45 initial fee, \$25 annual fee thereafter
- Minimum Exemption period of 6 months, otherwise monthly dues will be assessed from the initial exemption date
- Exemption Application must be renewed every 12 months
- Designated Member for any exempted Licensee who is found to have engaged in real estate activity (other than referral) during the Exemption period shall be responsible for retroactive monthly dues for the entire Exemption period

* Firm employees may be allowed access to the WVMLS database for the purpose of providing clerical or technical support to the Firm. Licensee must be a salaried employee of the Real Estate firm. Licensed "Personal Assistants" do not qualify for Exemption, nor do employees who hold any review or management responsibilities over other licensees. Designated Member agrees to notify WVMLS immediately should Exempted Licensee leave their employ.

The undersigned have been given a copy of and agree to abide by WVMLS Bylaws and Rules, in addition to all of the provisions above.

Exemption Reason: _____

(Mark One: Extended Illness, Extended Vacation, Retirement, Property Manager, Firm Employee)

Licensee Name

Licensee Signature

Date

Designated Member Name

Designated Member Signature

Date

Office Name

MLS USE: Member Code: _____ Licensee # _____

\$25 Fee _____ Pd Date: _____ Keycard # _____ Rtn Date: _____

Board of Directors Approval Date: _____