

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 It is acknowledged that the privileges conferred under this agreement are discretionary with the WVMLS and may be withdrawn at any time without notice and without cause.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