



Triangle MLS, Inc.

111 Realtors Way, Cary, N.C. 27513 • Phone (919) 654-5400

Fax (919) 654-5402 • www.trianglemls.com

| | |
|----------------------------|-------|
| FOR OFFICE USE ONLY | |
| Payment Type | _____ |
| Payment Amount | _____ |
| Company Code | _____ |

Partial Office Participation Application

Firm Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Internet E-mail Address: _____ WEB URL: _____

Broker-in-Charge: _____ Broker License/Appraisal Cert.#: _____

The Applicant represents and warrants that the N.C. Real Estate Commission has been notified of and has confirmed the appointment of the above-named individual as Broker-in-Charge of the designated office; and further represents and warrants that such individual has a current N.C. / V.A. Broker License or Appraiser Certification and is an active member in good standing of:

_____ Board/Association of REALTORS® _____ NRDS #

_____ Primary Multiple Listing Service

The Applicant further represents and warrants that only the listings of the Participant and Subscriber(s) of Triangle MLS, Inc. will be entered into the TMLS system. A violation will result in a fine and/or suspension.

_____ Sole Owner

_____ Partner or Officer

The Broker-in-Charge shall report any changes in ownership or officers in writing to the Triangle MLS, Inc. within ten (10) days of the official change. Participation in the Service may not be shared under any circumstances.

Applicant agrees to:

1. Abide by the Bylaws and Rules and Regulations as established by the Triangle MLS, Inc. *Failure to abide by the Rules & Regulations, Bylaws and User Subscriber Agreement may be grounds for termination from the Service at the sole discretion of the Board of Directors.*
2. Abide by the restrictions in the use of the MLS Logo according to the guidelines established by the NATIONAL ASSOCIATION OF REALTORS®.
3. Pay the costs of the service in the manner prescribed by the Board of Directors of the Triangle MLS, Inc. *Applicant acknowledges receipt of a copy of the schedule of fees of the Triangle MLS, Inc.*

_____ Date

_____ Signature of Applicant (Broker-in-Charge)

Triangle MLS, Inc. Certification

As an Employee of the Triangle MLS, Inc., I hereby certify that based upon the pertinent records and files the following named individual is a member in good standing of the designated Board/Association and MLS and holds a valid N.C. / V.A. Real Estate License or has an Appraisers Certification.



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Subscriber Agreement

This Agreement made this _____ day of _____, 20____, by and between Triangle MLS, Inc. (the Service) and _____ as broker in charge of _____

(Participant/Broker-in-Charge)

(Firm Name)

located _____ A Participant in the Service and _____, *(Address)* *(Subscriber/Agent Name)*

a licensed real estate agent, a certified real estate appraiser, or an uncertified appraiser under the direct supervision of certified appraiser/participant (the "Subscriber/User").

The Subscriber agrees to the following as a condition for access to and use of the Service:

1. The Subscriber acknowledges completion of the Service's orientation program and a receipt of a copy of the Rules and Regulations of the service and agrees to abide by them at all times.
2. The Subscriber shall pay when due all costs charged to him/her as a user of the Service. Such costs shall be charged to the Subscriber by the Participant Company as may be agreed between them.

The Participant agrees to oversee Subscriber's compliance with the Service's Rule and Regulations and agrees to pay all charges due to the Service on behalf of its Subscribers and to immediately notify the Service of the termination of subscriber's association with Participant. The Participant shall maintain good standing as a member of any Board of REALTORS® recognized by the National Association of REALTORS® and is capable of offering and accepting cooperation and compensation to and from other Participants in North Carolina or is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property in North Carolina.

Password Security

For disclosing your MLS password and Login Name with **anyone**, you are subject to a **\$1500** fine. The second offense will result in a **\$3000** fine. The third offense will result in the Subscriber being expelled from Triangle MLS, Inc., for a period of one year. Following that period of time, reinstatement as a MLS Subscriber shall require the approval of the TMLS Board of Directors. It is important **NOT** to share your MLS password with **anyone**.

- USER agrees to maintain secrecy and security of his/her personal password to the TMLS database.
- USER understands that having the right to access the TMLS database brings with it responsibility to maintain the security and the integrity of the database and understands that it is important that USER not share his/her password or access information to anyone.
- USER understands that staff, assistants, contract help and third party developers, etc. must receive access to TMLS through the TMLS office, according to TMLS rules. Do **not** share your password with these people. Each of them will need his/her own.
- USER agrees to immediately notify TMLS and change his/her password if USER password security is compromised in any way.
- If USER'S password is compromised and USER does not notify TMLS of the security breach and any party other than USER accesses the TMLS database with said password, the USER will be fined **\$1500** and/or be subject to other penalties referred to above.

Participant Company

Print Name

Lic. #

Signature of Broker-in-Charge

Subscriber Signature

Home Street Address

City

State

Zip

Staff Initial

Preferred Contact #:

Tempo Date

E-mail Address:

Orientation Date

Web URL:

INTERNET DATA EXCHANGE AGREEMENT

This form permits you to opt in or out of the Internet Data Exchange program. If you opt in, you are agreeing to allow all Firms in the Triangle MLS, Inc. to display your listings on their web sites. If you opt out, you agree that you are not allowing all Firms in the Triangle MLS, Inc. to display your listings on their web sites.

In accordance with the Triangle MLS, Inc., Rules and Regulations, you agree to or do not agree to be included in the IDX agreement with all of the other Triangle MLS, Inc. Participants to allow for the displaying of your listings on their web site. Check one of these two boxes. By so doing, you are agreeing to the understandings indicated next to it.

- My Firm agrees** to participate in the Internet Data Exchange Agreement. I understand that I am hereby giving every Participant in the Triangle MLS, Inc., permission to advertise my active MLS listings on its own web site, subject to the Rules and Regulations of the Triangle MLS, Inc. Other Participants are not obliged to display my listings. I authorize Triangle MLS, Inc. to distribute my active listing data to other Triangle MLS Participants pursuant to its Rules and Regulations.
- My Firm is "NOT"** going to participate in the Internet Data Exchange Agreement. I understand that this means that other Triangle MLS Participants will not be permitted to display my listings on their web sites. My firm is "NOT" allowed to display the listings of other brokers unless I receive permission from them individually to do so.

I am the broker/office manager for the MLS office whose Firm Name appears below. I represent that I have authority to execute this form on behalf of the firm listed below.

Signature : _____

Firm Name : _____

Street Address : _____

City, State, Zip : _____

Office Phone : _____ **Office Fax :** _____

Office E-mail address : _____

Date Signed : _____



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Revised 5/3/05

ELIMINATE PAYMENT HASSLE

(Optional)

- Having difficulty in remembering when your Triangle MLS payment is due?
- Want clearer, concise payment records?

We can do this for you!

Just fill out the following authorization form to allow TMLS to bill your credit card to pay your monthly TMLS bill.

When you file the following application your records will be kept completely confidential in the Triangle MLS office and all bills incurred by your firm will automatically be paid at the time of billing.

Authorization Agreement for Credit Card Payments

Triangle MLS, Inc. is authorized to place my monthly billing on my credit card listed below. This card will process on the last full business day prior to the due date.

Company Name: _____ Company Code: _____

Address: _____ City: _____

State: _____ Zip: _____ Office Phone: _____

Type of Card: Visa MasterCard American Express

Card Number: _____ Exp. Date: _____

Signature: _____

Company Internet E-mail Address: _____

Your credit card is processed through the National Association of REALTORS®. The charged amount will appear on your credit card statement as "REALTOR ECOMMERCE NETWORK"