



Dear Future Member:

Thank you for your interest in becoming a customer of NNRMLS. Please read the following instructions carefully before completing the enclosed application.

To apply for MLS-Only membership with NNRMLS, the individual has to be an active REALTOR® member with an Association of REALTORS® in Nevada or a non-REALTOR® Licensee who meets specific membership criteria (California licensees only). A letter of good standing from your local Association or MLS must be attached to the completed application when submitted to NNRMLS. An agent can not become an MLS-Only member with NNRMLS if the Broker of record is not a member. The fees to become an MLS Only customer are as follows:

- New Office Application \$300
- Customer Participant or Customer Subscriber \$200
- Monthly MLS Access \$43
- ActiveKey Lease fee \$200+tax (not required)
- Monthly ActiveKey \$17 (only if you lease an ActiveKey)
- Security Assessment \$50

If you currently have a lockbox key provided by GE Supra through your local Association, you may be able to use it in the NNRMLS area. Please check with our office to verify if your lockbox key is compatible.

As a new customer of NNRMLS you will be required to attend our orientation class, MLS 101, within 60 days of joining. This session is mandatory; with no exceptions regardless of the geographic location of the member's place of business or his/her participation in another MLS. Registration instructions will be emailed to you upon completion of your application package.

In addition to the Membership Application you will find the GE Security Sub-Lease and Lockbox System Use Agreement, Auto Pay Form, NNRMLS Policy Manual and NNRMLS Rules and Regulations.

While completing the application process please feel free to call 775-823-8838 or email Linda@nrmls.com if you have any questions. I look forward to working with you throughout your Real Estate Career.

Sincerely Yours,

A handwritten signature in cursive script that reads "Linda Conger".

Linda Conger, e-Pro
MLS Policy/Membership Manager
Northern Nevada Regional MLS
5650 Riggins Court, Suite 100
Reno, NV 89502
Voice: 775-823-8838
Toll Free: 877-823-8838
Fax: 775-823-8809

Northern Nevada Regional MLS

Membership Application (For MLS Only Applicants)

New
 Transfer
 Record Update

Type of Membership Customer Participant (Designated REALTOR®) Customer Subscriber (REALTOR®)

Name _____ License # _____ NRDS # _____

Home Address _____ City _____ State _____ Zip _____

Home phone _____ Cell Phone _____ Home Fax _____

Email Address _____ Web Address/URL _____

Preferred Billing Address (\$2 postage fee applies for mailed statements) Office Home Email

Preferred Contact Phone Office Home Cell Other _____

Customer Participant (Broker) Name _____

Office Name _____

Office Address _____ City _____ State _____ Zip _____

Direct Office phone _____ Fax _____ Web Address/URL _____

Primary Member of what Association of REALTORS®? _____

(Please attach letter of good standing from Primary Association)

Association Address _____ Association Phone _____

Applicant's Signature _____ Date _____

Fee Schedule

New Office Application Fee	\$300
Participant and Subscriber Application Fee	\$200
Monthly Fee	\$43
Lockbox Key	\$200+tax
Lockbox Monthly	\$17
Transfer Fee	\$20 (+ any outstanding balance)
Security Assessment Fee	\$50 (\$10 - shipping)

NNRMLS Office Use Only

Member # _____
 Office # _____
 SafeMLS # _____

Amount Paid \$ _____

Application Fee \$ _____
 Monthly Fee \$ _____
 Lockbox Key \$ _____
 Lockbox Monthly \$ _____
 Transfer Fee \$ _____
 Shipping \$ _____
 Security Assessment \$ _____
 Date Received _____

Payment Method

Cash
 Check # _____
 Credit Card
 Credit Card # _____ Exp. _____

Northern Nevada Regional MLS

5650 Riggins Court
 Reno, NV 89502
 phone: 775.823.8838
 fax: 775.823.8809



Key Holder's Name (Please Print)

KEY Serial Number

NORTHERN NEVADA REGIONAL MLS, INC.
GE Security KEY Sub-Lease and Lockbox System Use Agreement

ActiveKey or eKEY

This document constitutes an agreement between the Northern Nevada Regional MLS Inc., a Nevada Corporation (NNRMLS);

_____(Broker's Company Name), a Member of the Northern Nevada Regional Multiple

Listing Service (NNRMLS), and _____, (Member), regarding the use by the

Member of an electronic keybox system operated by the NNRMLS under license from GE Security/Supra Products Inc (GE Security).

WHEREAS:

- A. The NNRMLS has contracted with GE Security to license and use the GE Security Network ("System").
- B. The Member has opted to initiate a non-exclusive, non-transferable sub-license/lease to use the System as leased from NNRMLS, either directly or through the Member's local association (acting as a Service Center), or GE Security, a KeyBox and/or ActiveKey or eKEY product ("KEY") with Personal Identification Number ("PIN").
- C. The NNRMLS wishes to make its Member ultimately responsible for the use and safekeeping of the "System." The equipment, software and network are collectively referred to herein as the "Service."
- D. The Member chooses to use the Service.

WITNESSETH:

The NNRMLS hereby sub-licenses the Member to use the System on the following terms and conditions:

_____(initial) **ActiveKey**

1. **ActiveKey lease:** In consideration of the sum of \$_____, paid to NNRMLS or the Member's local service center (if applicable), NNRMLS does hereby lease and assign the above noted ActiveKey, any associated hardware and its PIN to Member to be held and used by Member pursuant to this Agreement.
2. **USER FEE:** Member acknowledges that there may be a "user fee" assessed at the discretion of the Board of Trustees of NNRMLS. Fee may be adjusted with 30 days advance notice.
3. **CURRENT UPDATE CODE:** Member acknowledges that the ActiveKey remains continuously updated as long as it establishes connection with the GE Security Network. If an ActiveKey expires while out of service range, it can be manually updated through KIMvoice, KIMweb or GE Supra Support. Immediately upon return to service range, the key will resume continuously updating. **Update codes will only be issued to a Member who is in good standing with NNRMLS and one of its shareholder or customer associations (if applicable).**

_____(initial) **eKEY**

1. **KEY lease:** User acknowledges the execution of a lease agreement between the Member and GE Security Inc. This agreement is in addition to the GE Security agreement and constitutes an agreement to adhere to the Rules and Regulations of the Northern Nevada Regional MLS. A default as defined herein will not relieve the user of the terms/conditions of the GE Security agreement.
2. **CURRENT UPDATE CODE:** Member acknowledges that the eKEY has an update code and that this code expires every day, prohibiting further use of the eKEY until a new update code is obtained from the system. The frequency of the update period may be changed by the Northern Nevada Regional MLS with 30 days notice. **Update codes will only be issued to a Member who is in good standing with NNRMLS and one of its shareholder or customer associations (if applicable).**

FURTHER, both ActiveKey and eKEY (referred to as KEY) Users Agree:

1. **SECURITY OF KEY:** The Member acknowledges that it is necessary to maintain security of the KEY to prevent its use by unauthorized persons. Consequently, the Member agrees:
 - a. To keep the KEY in Member's possession at all times.
 - b. To not allow his/her PIN to be attached to the KEY or to be revealed to any unauthorized person.
 - c. To not loan the KEY to any person, whether or not a real estate licensee, for any purpose whatsoever.
 - d. To not duplicate the KEY or allow any other person to do so.
 - e. To not assign, transfer or pledge this agreement or the KEY.
 - f. To immediately notify NNRMLS, either directly or through the Member's local service center, in writing of the loss or theft of the KEY and circumstances surrounding such loss or theft; this statement must be filed at the NNRMLS or the Member's local service center prior to issuance of a replacement KEY and payment of any applicable fees.
 - g. To follow all additional security procedures as specified by NNRMLS.
 - h. To not damage or deface the KEY.
2. **LOST KEY:** If the ActiveKey is ever lost or stolen, the Member agrees that the ActiveKey shall immediately be deactivated by the NNRMLS and/or the Member's local service center (if applicable). Each ActiveKey will be labeled with a "reward" sticker and the phone number of the Member's local service center (if applicable). Member agrees to pay a \$25 reward if ActiveKey is returned by anyone other than another Keyholder or a staff member of either NNRMLS or the Member's service center. eKEY users must report lost/stolen keys in accordance with the terms of their agreement with GE Security.
3. **REPLACEMENT KEY:** The member is responsible for the cost to replace any Equipment that is lost, damaged or destroyed. Upon filing an affidavit of a lost/stolen ActiveKey and payment of the current lost equipment fee (as of 1/1/09: \$249 plus tax-subject to change), the Member may then lease a replacement ActiveKey at the then current list price as established by the Member's local service center. eKEY users must report lost/stolen keys to GE Security and are subject to the replacement terms of their agreement with GE Security.

4. STATUS: Member must be a member in good standing with NNRMLS and his/her local association in order to use the System. For clarification, failure to maintain the status of member in good standing will constitute an event of default under this agreement. Additionally, if BROKER/HOLDER fails to maintain active membership with the NNRMLS and/or its shareholder associations, Broker's KEY and KEYS of all licensees affiliated with the inactive broker will be inactivated. KEYS must be returned as provided herein. Even though inactivated by NNRMLS, eKEY users will continue to be subject to the terms and conditions of their agreement with GE Security.

5. AUTHORIZATION: The Member will secure written authorization from the owner or tenant in possession of any property listed for sale prior to the installation and use of a Keybox on such property.

6. RETURN OF ActiveKey: Member agrees to return the ActiveKey to NNRMLS or his/her local service center at the time of the following events:

- a. Immediately upon termination of BROKER or Member as an active user of NNRMLS and/or its shareholder associations.
 - b. Immediately upon termination of Member's association with BROKER for any reason.
 - c. Within 48 hours of receipt of a request to do so by NNRMLS and/or its shareholder associations.
- Failure to return the ActiveKey as provided herein shall constitute an event of default under this agreement.

7. DEFAULT: If Member fails to observe, keep or perform any obligation or provision of this agreement, in addition to any specific rights set out herein, the NNRMLS and/or the Member's local service center shall have the further right to exercise any and all of the following:

- a. To deactivate the KEY;
- b. To recover possession of an ActiveKey wherever same may be located. Such obtaining of possession shall not constitute a termination of this agreement unless Member is so notified by NNRMLS and/or his local service center in writing;
- c. To terminate this agreement (eKEY users will still be subject to terms/conditions of agreement with GE Security);
- d. To hold inquiry proceedings as outlined in the NNRMLS Rules and Regulations;
- e. To take legal action against Member (or inactive member if that is the case) to recover all damages incurred by NNRMLS resulting from such default and/or improper use of the KEY. If Member (or inactive member if that is the case) fails to return the ActiveKey after notice of delinquency, Member agrees that any outstanding balance plus the sum of \$500 will be paid as liquidated damages for the reason that actual damages for breach of this agreement would be difficult to determine.
- f. To pursue any other remedy at law or in equity. The prevailing party shall be entitled to recover attorney fees and costs.

8. INDEMNITY: Keyholder shall indemnify and hold harmless the NNRMLS, its shareholder associations, GE Security and their respective officers, employees and representatives against any and all claims, liabilities and cost including attorney fees, resulting from loss or improper use of the KEYHOLDER'S KEY, keyboxes, the System or any component of the System. This provision shall survive indefinitely.

9. INSPECTION/KEY AUDIT: NNRMLS or Member's local service center shall have the right to inspect the KEY assigned to the Member at all reasonable times and places. Member agrees to submit the KEY for inspection at NNRMLS's office or designated site when given not less than 48 hours written notice. In addition, Member agrees to submit the KEY for inspection on an annual basis for a key audit and at any other time upon oral request if it is believed that the integrity and security of the System are in jeopardy. A failure to comply with the terms of this paragraph shall constitute an event of default under this agreement.

10. BROKER RESPONSIBILITY: BROKER confirms that BROKER is both a licensed Real Estate Broker or Appraiser in the State of Nevada, and a current MLS participant. Further, BROKER confirms that: 1) Member is in fact associated with BROKER in an active effort to sell Real Estate or conduct appraisals through the same business office; 2) Member does have a current real estate or appraisal license; and 3) BROKER will notify NNRMLS or his/her local service center (if applicable) in writing should Member's association with BROKER be terminated. BROKER further agrees to supervise the Member's use of the KEY and System under this agreement.

11. NOT A SECURITY SYSTEM: Member acknowledges that neither the Service, the keyboxes or the KEY, nor any other GE Security product used in connection with the Service is a security system. The Service is a marketing convenience key control system and as such, any loss of KEYS or disclosure of Personal Identification Numbers compromises the integrity of the System. Member shall use his/her best efforts to insure the confidentiality and integrity of all components of the Service.

12. RULES AND REGULATIONS: Those portions of the Rules and Regulations of NNRMLS or other regulations/policies pertaining to KeyBoxes, ActiveKeys, eKEYs and the System and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. Any changes in the NNRMLS Rules and Regulations relating to the administration of the System shall be considered a part of this agreement and will supersede any provision herein. The Member agrees that violation of this agreement shall constitute a violation of the NNRMLS Rules and Regulations and possible assessment of fines up to the maximum allowed by the National Association of REALTORS® then current policies.

Member and Broker agree to the terms and conditions specified in this Agreement and any additional terms and conditions outlined in the Rules and Regulations of NNRMLS. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth herein.

X _____
KeyHolder's Signature (Member)

X _____
Broker of Record's Signature

KeyHolder's Name (please print)

Broker's Name (please print)

KeyHolder's Member Number (please print)

Broker's Company Name (please print)

Representative of NNRMLS or it's authorized Service Center:

BY: _____

DATE: _____