



Dear Future Member,

Thank you for your interest in becoming a member of NNRMLS.

To apply for MLS-Only membership, you must 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, as well as a copy of your license must be included with the application when submitted to NNRMLS. Please note that an agent cannot become an MLS-Only member with NNRMLS if the Broker of record is not an MLS-Only member of NNRMLS.

The fees to become an MLS Only customer are as follows:

One-time:

New Office Application \$300 (applies only to the Broker when setting up the office)

Customer Participant \$250 (Broker) or Customer Subscriber \$250 (Agent)

Monthly:

Monthly MLS Access \$48

Lockbox Key Fees (optional):

eKey set-up fee \$100

Monthly eKey Basic \$16.50

ActiveKey Lease fee \$200 + tax

Monthly ActiveKey \$17 (if you lease an ActiveKey)

If you currently have a lockbox key provided by 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 MLS orientation class within 30 days of joining. The orientation is offered online. Orientation is mandatory with no exceptions regardless of the geographic location of the member's place of business or his/her participation in another MLS.

In addition to the Membership Application you will find the Supra Sub-Lease and Lockbox System Use Agreement (return only if you need to lease a key), NNRMLS Billing Policy and NNRMLS MLS 101 Orientation Policy.

While completing the application process please feel free to email misty@nnrmls.com or call 775-823-8838 if you have any questions. I look forward to working with you.

Sincerely,

Misty Burch
Northern Nevada Regional MLS

Northern Nevada Regional MLS Only Membership Application

NEW TRANSFER RECORD UPDATE

Type of Membership: Participant (Broker) Subscriber (Realtor®)

Name: _____ **Lic #:** _____ **Member # (if applicable):** _____

Home Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Home Phone: _____ **Cell Phone:** _____

Fax: _____ **Email:** _____

Preferred Billing Address: (\$2 monthly fee for mailed statements): Office Home Email

Preferred Contact Phone: Office Home Cell Other _____

Participant (Broker) Name: _____

Office Name: _____ **Office Phone:** _____

Office Address: _____

City: _____ **State:** _____ **Zip:** _____

Primary Member of what Association of REATORS® _____

Association Phone: _____

(Please attach letter of good standing from Primary Association)

I understand that I will be billed for the following one-time or recurring monthly fees in addition to any other billing charges I incur:

Fee Schedule

MLS System Fee	\$48.00 (Billed Monthly)
ActiveKey Fee	\$17.00 (Billed Monthly)
eKEY Basic Fee	\$16.50 (Billed Monthly)
Office Activation Fee	\$300 (One time)
New or Returning Subscriber/Participant Activation Fee.....	\$250 (One time)
Transfer Fee	\$20 (One time)

Payment Method

Check # _____

Credit Card



Northern Nevada Regional MLS Membership Application

Membership Affirmation and Acknowledgement

I understand that in order to maintain my active status as a Northern Nevada Regional MLS subscriber I agree to *(Initial below)*:

- Attend NNRMLS Orientation "MLS 101" within 30 days of joining. _____
- Maintain active REALTOR® membership. _____
- Keep my financial obligation current. _____
- Transfer to another Member Participant Firm within 10 days of terminating my affiliation with a current Member Participant Firm. _____
- Agree to the terms of the Participant/Subscriber Agreement. Signed Agreement is due at MLS Orientation. _____

I acknowledge that it is my responsibility to read the following documents – available at members.nnrmls.com or from the Northern Nevada Regional MLS office. *Initial here* _____

- NNRMLS Policy Manual
- NNRMLS Rules & Regs
- NNRMLS Bylaws
- Billing/Refund Policy
- Participant/Subscriber Agreement
- Lockbox & Key Agreement

I irrevocably waive all claims against the Northern Nevada Regional MLS or any of its officers, trustees or members, for any action in connection with the business of the Northern Nevada Regional MLS, and particularly as to its or their acts in electing or failure to elect, advance, suspending, expelling or otherwise disciplining me as an applicant, Member Participant (Broker) or associate of a Member Participant (Broker). *Initial* _____

As material consideration for the agreement of Northern Nevada Regional Multiple Listing Service, Inc, a Nevada corporation (the "NNRMLS") to allow me to participate in the Multiple Listing Service (the "MLS") provided by the NNRMLS, the Participant/Subscriber agrees to abide by all bylaws and rules and agreements promulgated by the NNRMLS, as such bylaws and rules now exist and as they may be amended in the future. I understand and acknowledge that such rules include, without limitation, the "Standards of Conduct for All Participants and Subscribers" set forth in Section 17 of the MLS Rules/Regulations and Section 1.4.b.2 of the NNRMLS Bylaws and the Member Participant/Subscriber agreement.

Applicant Name: _____

Signature: _____ **Date:** _____

Section Below Must Be Signed By Broker

Participant (Broker) Name: _____ **Office:** _____

I, as employing Broker and a Member Participant in the Northern Nevada Regional MLS, affirm that the above applicant is a real estate salesperson or licensed real estate appraiser with this firm.

Signature: _____

Key Holder's Name (Please Print)

KEY Serial Number

PIN #

NORTHERN NEVADA REGIONAL MLS, INC.

UTC Fire & Security Americas Corporation, Inc. 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 UTC Fire & Security Americas Corporation, Inc. (UTCFS).

WHEREAS:

- A. The NNRMLS has contracted with UTCFS to license and use the UTCFS 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), an iBox 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:

1. **Eligibility.** If Member has been convicted of a crime within the past seven (7) years, the NNRMLS shall review the Members conviction to determine if the conviction(s) relates to the real estate business or puts clients, customers or other real estate professionals or property at risk for example through dishonest, deceptive or violent acts. If the NNRMLS determines that a Member is not eligible based upon a conviction, NNRMLS shall give Member an opportunity to provide and the NNRMLS shall consider mitigating factors related to the Member's criminal history, including but not limited to factors such as:
 - i. The Member's age at the time of the conviction(s)
 - ii. Nature and seriousness of the crime
 - iii. Extent and nature of past criminal activity
 - iv. Time elapsed since criminal activity was engaged in
 - v. Rehabilitative efforts undertaken by the Member since the convictions(s)
 - vi. Facts and circumstances surrounding the conviction(s) and
 - vii. Evidence of current fitness to practice real estate

NNRMLS may suspend the right of lockbox keyholders to use lockbox keys if they become ineligible due to an arrest and prior to a final determination on any such charge if in the determination of NNRMLS the charge relates to a crime that relates to the real estate business or put clients, customer, other real estate professionals or property at risk. *The Member may contest a determination of ineligibility by requesting a hearing with no fewer than three (3) of the NNRMLS Board Trustees (the "Panel") within seven (7) days of the action being taken. The decision of the Panel shall be final.*

HAVE YOU BEEN CONVICTED OF A CRIME WITHIN THE PAST SEVEN (7) YEARS? Yes No _____initial

_____(initial) ActiveKEY

2. **ActiveKEY lease:** In consideration of the sum of \$_____ including taxes, 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, as long as Member is eligible to be held and used by Member pursuant to this Agreement.
3. **USER FEE:** Member acknowledges that there may be a "user fee" assessed at the discretion of the Board of Trustees of NNRMLS and billed directly from NNRMLS in accordance with the NNRMLS Billing Policy. Fee may be adjusted with 30 days advance notice.
4. **CURRENT UPDATE CODE:** Member acknowledges that the ActiveKEY remains continuously updated as long as it establishes connection with the UTCFS Network. If an ActiveKEY expires while out of service range, it can be manually updated through KIMVoice, KIMWeb or UTCFS 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. **eKEY license:** In consideration of the sum of \$_____ including taxes, paid to NNRMLS or the Member's local service center (if applicable), NNRMLS does hereby license and assign the above noted eKEY, including the purchase of any associated hardware or adaptor (if applicable), and its PIN to Member to be held and used by Member pursuant to this Agreement.

- a. **eKEY Professional Software:** Enables Keyholder to obtain a current update code for the eKEY; to open and perform other iBox functions; to download, view, sort, and query multiple listing service data and agent roster data; and to upload, download, view, sort, and query property showing data.
 - b. **eKEY Basic Software:** Enables Keyholder to obtain a current update code; to open and perform other iBox functions; and to upload property showing data.
2. **USER FEE:** Member acknowledges that there may be a "user fee" assessed at the discretion of the Board of Trustees of NNRMLS and billed directly from NNRMLS in accordance with the NNRMLS Billing Policy. Fee may be adjusted with 30 days advance notice.
 3. **CURRENT UPDATE CODE:** Member acknowledges that the eKEY remains continuously updated as long as it establishes connection with the UTCFS Network. If an eKEY expires while out of service range, it can be manually updated through KIMVoice, KIMWeb or UTCFS 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).**

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 or eKEY is ever lost or stolen, the Member agrees that the Key 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 \$25.00 reward if ActiveKEY is returned by anyone other than another Keyholder or a staff member of either NNRMLS or the Member's service center.
 - a. No loss, damage or destruction to any ActiveKEY or eKEY Software or to any other item included with the Service which has been provided to Keyholder, shall relieve Keyholder of any obligation under this Agreement.
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 (\$249.00 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. Upon filing an affidavit of a lost/stolen eKEY, Member may license new eKEY Software from Member's local service center in consideration of the sum of \$_____.
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, KEY users will continue to be subject to the terms and conditions of this agreement until terminated.
5. **AUTHORIZATION:** Lockboxes may not be placed on a property without written authority from the seller. This authorization may appear in the listing contract or any other written document.
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. **RETURN OF eKEY:**

At the expiration of the Term or earlier termination of this Agreement, Keyholder, at Keyholder's expense and risk, shall return all software media provided by UTCFS, which remains in Keyholder's possession, and shall delete all Software from all of Keyholder's personal computers and phones or devices.
8. **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
 - 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 \$500.00 will be paid as liquidated damages for the reason that actual damages for breach of this agreement would be difficult to determine. _____
initial
 - f. To pursue any other remedy at law or in equity. The prevailing party shall be entitled to recover attorney fees and costs.

- g. NNRMLS may refuse to sell or lease lockbox keys, may terminate existing key lease agreement, and may refuse to activate or reactivate any key held by an individual who has become ineligible due to conviction of a crime within the past seven (7) years.
9. **INDEMNITY:** Keyholder shall indemnify and hold harmless the NNRMLS, its shareholder associations, UTCFS 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, iBoxes, the System or any component of the System. This provision shall survive indefinitely.
10. **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.
11. **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.
12. **NOT A SECURITY SYSTEM:** Member acknowledges that neither the Service, the iBoxes or the KEY, nor any other UTCFS 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.
13. **RULES AND REGULATIONS:** Those portions of the Rules and Regulations of NNRMLS or other regulations/policies pertaining to iBoxes, 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: _____

Billing and Refund Policy

Section 1. Monthly Billing for MLS Services

Members will be billed for recurring and activations fees upon application for membership. Recurring fees will be prorated for the first month of membership. All fees must be paid prior to activation.

Section 2. Payment Process

Payments on account are due by the 15th day of the month and considered delinquent at 5:00 p.m. on the 45th day after original billing. Members may pay their bill via debit/credit card, or check. Payments may be delivered to the NNRMLS office, mailed, phoned in, processed through the auto-pay program, or made on line.

Section 3. Late Payments

Postmarked envelopes or after-hours delivery will not be considered when determining late fees. Payments must be received at the NNRMLS office by 5:00 p.m. on the 45th day or services will be suspended and a re-activation fee of \$50 will be assessed. All services will be reinstated upon receipt of account balance and \$50 re-activation fee.

- A. Subscribers who do not bring their account current and pay the re-activation fee by the 55th day will be considered non-members for MLS purposes and future billings will be transferred to the Participant's account. After 90 days, delinquent accounts may be sent forward for collection.
- B. Participants who do not bring their individual account current by the 45th day will be suspended and a re-activation fee of \$50 will be assessed. If, after 90 days, the Participant's account is not brought current and re-activation fees paid, the entire office will be terminated and all listings will be removed.

Section 4. Refund Policy

- A. **Terminated Members:** within thirty (30) days of termination, members with a credit balance of more than the current month's fees on their account will receive a refund for the amount of the credit balance that exceeds the member's liability for the current term. Member's Designated REALTOR may be responsible for any accumulated balance resulting from failure to submit required termination forms to Designated REALTOR's Association.
- B. **Active Members:**
 - i. Errors on Billing: If NNRMLS erroneously bills a member, a credit will be applied to their account and will appear on the next monthly statement.
 - ii. Training Sessions: Refunds will be given for pre-paid registrations if cancellation is received in accordance with the posted refund policy for that session.
- C. **MLS Only Applicants:**
 - i. MLS Participant: If an MLS Only application from a Designated REALTOR® is withdrawn in writing within 2 business days of submission and the MLS system has not been accessed, \$75 of the application fee will be retained by the NNRMLS to defray the administrative costs of establishing the office and broker membership records. If MLS access has been established, refunds of monthly fees will be as noted in Section 4.a of the Billing and Refund Policy.
 - ii. Subscriber: If an MLS Only application from a subscriber is withdrawn in writing within 2 business days of submission and the MLS system has not been accessed, \$25 of the processing fee will be retained by the NNRMLS to defray the administrative costs of establishing the subscriber's membership records. If MLS access has been established, refunds of monthly fees will be as noted in Section 4.a of the Billing and Refund Policy.

Collection of Past Due Accounts

Section 1. Suspended Status

Current members (including participants, subscribers and non-members) with a past due account balance may be sent to collection.

- A. When an account has been inactivated for non-payment for 30 days, NNRMLS will send a letter to the member requiring payment within 30 days to avoid being referred for collection. If unpaid by the final due date, accounts will automatically be referred for collection. In addition, a notation will be made in the member's file indicating that the previous balance due and any applicable re-activation fees must be paid prior to reinstating MLS membership at any time in the future.

Section 2. Inactive/Terminated Status

Former members (including participants, subscribers and non-members) who are no longer active in the MLS with a past due account balance may be sent to collection.

- A. If, after 30 days from termination, the account is still delinquent, a certified letter will be sent requiring payment within 30 days or account will be referred for collection. If still unpaid on the final due date, the account will automatically be sent to collection. In addition, a notation will be made in the former member's file indicating that the previous balance due and any applicable re-activation fees must be paid prior to reinstating MLS membership at any time in the future.

Returned Check Policy

Section 1. Current Account Balance

- A. NNRMLS shall charge a service charge for checks returned for insufficient funds. The service charge amount shall be prominently posted.
- B. In the event of a returned check, member must make the funds good, plus the service charge within 10 business days.

Section 2. Returned Check Causes Account Delinquency

- A. In the event a check is returned for insufficient funds for payment of an agent or broker account which is on notice as 45-days delinquent, MLS services (if applicable) shall be suspended immediately upon notice of the insufficient funds check and reactivation fees will be assessed plus the return check service charge. The account will be processed as a delinquent account in accordance with NNRMLS billing policies.

Section 3. Multiple Returned Checks

- A. If a member has three returned checks within a 12-month period, the member account shall be on a credit card or money order basis for a one-year period.

MLS Orientation Policy

Purpose of MLS Orientation: To provide a training session for new MLS members with a focus on the Rules, Regulations and related policies. Particular attention to be paid to the citation policy, hearing process, value of MLS, protecting access, allowable use of MLS content, etc. (Section 17, MLS Rules and Regulations)

Section 1. Who Must Complete the Training

- A. Any new member participant (including appraiser) or subscriber must complete the MLS Orientation within thirty (30) days of application with NNRMLS
- B. Any member who has been on “exempt” status but re-activates MLS services must complete the MLS Orientation if : a) he/she has been on exempt status for more than two years; or, b) he/she has been on exempt status for less than two years but did not complete the MLS Orientation prior to becoming exempt.
- C. Any new broker staff or broker/agent personal assistant requesting access to the MLS System must complete the MLS Orientation within thirty (30) days of authorization to access to the MLS System.
- D. There will be no exceptions to this requirement. The class is mandatory, regardless of the geographic location of the member’s place of business or his/her current participation in another MLS.

Section 2. Penalty for Not Completing the Training

- A. If the member does not complete the course within the required thirty (30) days, MLS access and services will be suspended until the member completes the course.
- B. Once suspended, the member’s status with NNRMLS will change to non-member and his/her broker will be billed future monthly fees on his/her behalf in accordance with the current NNRMLS Billing Policy.
- C. If a broker staff member or broker/agent personal assistant does not complete the course within the required thirty (30) days, MLS access will be suspended until the course is completed.

Section 3. Reactivation of Services. If a member’s services have been suspended, his/her services (including but not limited to those noted in Section 3.A above) and membership status will be restored upon completion of the orientation session and payment of the current service reactivation fee and any other outstanding financial obligations to NNRMLS.

Section 4. Right to a Hearing. Members who wish to protest against loss of services (Section 3) and/or to request a waiver of the reactivation fee (Section 4) may submit a request in accordance with the current Hearing Policy and procedures. An initial request for waiver must be received within thirty (30) days of service deactivation.

Section 5. Cost for Orientation

There will be no additional cost to new members or broker/agent staff members who are required to complete the session.