



ROYAL GORGE ASSOCIATION OF REALTORS®
611 Greenwood Ave., Cañon City, CO 81212
(719) 275.6560 · Fax: (719) 269.9342 · royalgorgerealtors@gmail.com

Dear MLS Employing Broker,

Thank you for your interest in becoming an MLS Participant. As a REALTOR member of another Colorado Board you are eligible to participate with our MLS. Please provide the Board Office with the following

- Completed Application along with the MLS Participation fee of:
-\$500.00 for MLS Only (Designated) Broker Application

**The Designated Broker must participate and is not eligible for MLS exemption.*

- A Letter of Good Standing from your Primary Board
- A copy of your license
- Signed copy of the MLS Fines and Violations Schedule
- Completed MLS Only Waiver Form

*Exemptions must be submitted in writing on the Waiver Form for ALL of the licensees in the office to be exempt.

An exempted licensee may not co-list properties with another licensee within their brokerage unless both licensees' are RGAR MLS members. Licensees operating as a team must all be added under the Participant. Team members cannot be exempted.

***Providing access to or use of the MLS system, including but not limited to: sharing password, use of completion information or dispensing information to anyone will be grounds for \$270 fine.** Subsequent violations will include additional fines and sanctions as outlined in the MLS Fines and Violations Schedule.

All dues and fees are to be paid with this application. They are non-refundable and non-transferrable once processed.

From the time of receipt of all completed documentation, please allow up to two business days to process your application.



MLS ONLY BROKER APPLICATION

ARTICLE XVIII, Section 3 of the Bylaws of the Royal Gorge Association of REALTORS® states: "Any REALTOR® member of this or any other **Association** who is a principal, partner, or corporate officer, or branch manager acting on behalf of the principal, without further qualification, **except as otherwise stipulated in these bylaws**, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto."

**The Designated Broker must participate and is not eligible for MLS exemption.*

CONTACT INFORMATION:					
First Name				Middle Name	
Last Name				Date of Birth	
Home Address:					
City:			State:		Zip:
Cell Phone:			Home Phone:		
Primary E-mail:			Secondary E-mail:		
LICENSE INFORMATION:					
License #					State
Do you hold, or have you ever held, a real estate license in any other state? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If so, where:				License #	
Primary Association/Board Name					
Secondary Association/Board Name					
Are you under disciplinary action or pending action in another Association/Board? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If yes, explain on an attached paper.					

PREFERRED MAILING/CONTACT INFORMATION:	
Preferred Phone:	<input type="checkbox"/> Home <input type="checkbox"/> Office <input type="checkbox"/> Cell
Preferred E-mail:	<input type="checkbox"/> Primary E-mail <input type="checkbox"/> Secondary E-mail
Preferred Mailing:	<input type="checkbox"/> Home <input type="checkbox"/> Office Street Address <input type="checkbox"/> Office Mail Address

OFFICE INFORMATION:	
Office Name:	
Street Address:	
Mailing Address:	
Office Phone:	Fax:
Office License #	

COMPANY INFORMATION:	
Company Type:	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
	<input type="checkbox"/> LLC (Limited Liability Company) <input type="checkbox"/> Other, specify
Your position:	<input type="checkbox"/> Principal <input type="checkbox"/> Partner <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Majority Shareholder
	<input type="checkbox"/> Branch Office Manager <input type="checkbox"/> Non-principal Licensee <input type="checkbox"/> Other

By signing below, I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Signature: _____ Date: _____

MLS Participation Agreement
Sign & Date if requesting access to the MLS System

I agree as a condition of participation in the MLS to abide by all relevant bylaws, rules and regulations and other obligations of participation, including payment of fees. I further agree to be bound by the Code of Ethics on the same terms and conditions as board/association members, as established in the Code of Ethics and Arbitration Manual, including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the board/association. I understand that a violation of the Code of Ethics may result in suspension or termination of MLS rights and privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.

Signature: _____ Date: _____

As the RGAR Participant, I understand that the Colorado licensed non-principal brokers or sales licensees or appraisers affiliated with my office are allowed access, upon my registration of their names with RGAR, to the RGAR MLS through my participation. I further certify that I will not allow access to RGAR MLS services to any other person or entity not authorized to use it. I agree to be responsible for the payment of all fees. I further agree that all sub-participants to RGAR MLS through my Participation will arbitrate disputes and abide by the Bylaws and MLS Rules and Regulations of the Royal Gorge Association of REALTORS®.

****Employing Broker's Signature: _____ Date: _____

Payment Information

Enclosed is:

\$ _____ MLS Service Application Fee- \$500.00 Designated Broker Plus
\$ _____ MLS Access Fees -\$55.00 each for _____ Users
\$ _____ Total Due

Payable to RGAR

Check # _____ Cash _____ MC _____ Visa _____

Card # _____ - _____ - _____ - _____ Exp. Date _____ / _____

All dues and fees are to be paid with this application. They are non-refundable and non-transferrable once processed.

From the time of receipt of all completed documentation, please allow up to two business days to process your application.

MLS Password: _____(3 characters Min 8 characters Max)
MLS Login Name will be assigned as your First and Last name combined: FirstLast

SEI INTERNET SITE ACCEPTABLE USE POLICY

It is not practical for Systems Engineering, Inc. (SEI) to monitor the content of information passing through its network. SEI exercises no control whatsoever over the content of any information passing through its network and is not responsible for damages customers may suffer for any reason. The persons and organizations, including SEI customers, who publish materials and information which are accessible through the SEI network are solely responsible for the content of such materials and information, and are solely responsible to know and to comply with all laws applicable to the publication of such materials and information. SEI will cooperate with legal authorities in the investigation of any suspected criminal or civil infringements. SEI services are only to be used for lawful purposes. Customers may not transmit, retransmit or store material in violation of any Federal or state laws or regulations, including but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. SEI customers may not, nor may they permit or assist others to, abuse or fraudulently use SEI products and services, including but not limited to the following activities:

- Pornography: It is illegal under Federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving children. SEI will not tolerate any use of its products and services surrounding these activities.
- Denial of Service: Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any user, host or network is prohibited.
- Distribution of Viruses: Intentional distribution of software that attempts to and/or causes damage or annoyance to persons, data and/or computer systems is prohibited.
- Email / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the SEI network is in violation of this AUP.
- Email Spamming or Mail bombing: Transmitting of unsolicited Email to multiple recipients, sending large amounts of Email repeatedly to a person to harass or threaten or attempting to use SEI servers as mail drops or name servers for spam will not be tolerated. Such offenses negatively impact system performance and are an abuse of Internet resources. Each abuse will be billed at \$500 per message/recipient, and may also result in suspension or termination of service.
- Fraudulent Activities: Fraud is an intentional misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it, or obtaining or attempting to obtain service by any means or device with intent to avoid payment.
- Hacking or "Spoofing": SEI will not tolerate any customer or end-user attempting to access any computer resource not belonging to that user, or attempting to penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
- Network Sabotage: Any use of SEI products and services to interfere with the use of Internet resources or the SEI network by other customers or end-users is prohibited.
- Pyramid Schemes: Posting of such scams may result in legal inquiries, suspension and/or termination of service.
- Unlawful Acts: Any use of SEI products and services to violate the law or in aid of any unlawful act is strictly prohibited.
- Usenet Spamming: Posting of messages to use groups that is irrelevant, blanket posting of messages to multiple newsgroups and the posting of harassing and/or threatening messages will not be tolerated.

I acknowledge that the Logon Name and Password that are assigned to me are unique and highly confidential. I agree that I will keep the Logon Name and Password confidential and that I will not share them with, or otherwise disclose them to, any other person (including another Broker with my firm), nor will I allow another person to access the MLS using my Logon Name and Password. I acknowledge that, upon breach of this nondisclosure obligation, Systems Engineering, Incorporated will have the right to terminate my MLS access/privileges.

UNAUTHORIZED Access to Navica MLS

Providing access to Navica, regardless if it is intentional, negligent, or inadvertent,
Or

UNAUTHORIZED USE OF SUPRA ELECTRONIC EQUIPMENT

Providing access to or use of the electronic access key to anyone, regardless if it is intentional, negligent, or inadvertent,

The User/Participant shall be liable as follows:

First Violation: \$270

Second Violation: \$1000.00 plus 30-day Suspension

Third Violation: \$2,000.00 plus an additional 30-Day Suspension

_____ Initial Here

Royal Gorge Association of REALTORS®
~ APPLICATION FORM ~
WAIVER OF MLS SUBSCRIPTION FEES
FOR
AFFILIATED LICENSEES, BROKERS, AND APPRAISERS

As established in MLS Policy Statement 7.43, Waivers for MLS Fees, Dues, and Charges, the individual(s) named on this Form shall be exempt from payment of the MLS Subscription Fees, provided such Waiver Applicant(s) continuously satisfies the following requirements.

1. Waiver Applicant(s) already subscribes to a different MLS where their principal broker is an MLS Participant
2. Waiver Applicant(s) does not, and will not, use the MLS services and content, including, but not limited to:
 - a. Accessing current listing data, comp and statistical information/reports, and MLS data feeds
 - b. Using MLS products and services available only to authorized MLS Subscribers affiliated with the MLS Participant

CERTIFICATION BY WAIVER APPLICANT'S MLS PARTICIPANT / PRINCIPAL BROKER

I certify that the Waiver Applicant(s) named herein is/are affiliated with me and meets the above requirements, and therefore is/are eligible for a waiver of MLS Subscription Fee(s).

I understand that I will need to supply an additional signed Application Form for any future Waiver Applicant(s).

Further, I agree to notify the MLS within 2 calendar days if any waiver recipient becomes ineligible for a waiver. Simultaneously with such notice to the MLS, I will either (i) sever the agent from this office, or (ii) inform the agent that he/she must subscribe to the MLS within 2 calendar days of the notification. Such affirmative notice, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall not incur the penalties described below.

Penalties: I understand that any violation of the conditions herein will result in automatic revocation of the waiver from the individual recipient. I agree to pay MLS Subscription Fees, retroactive to the beginning of the current billing year or the date of this Application Form (whichever is less), plus a \$ 270.00 non-compliance fee for each waiver recipient that has his or her waiver revoked, within 2 calendar days after the waiver recipient becomes ineligible for this waiver. I acknowledge that non-payment of the amounts owed, by the due date, as indicated on the associated MLS invoice, will result in the MLS access for myself and all subscribers associated under my participation being suspended until all fees have been paid.

ADDITIONAL LOCAL WAIVER CRITERIA

MLSs can impose additional waiver criteria as indicated by checking the appropriate sections below. These discretionary requirements are adopted locally and must be consistently applied to all Waiver Applicants.

- Waiver Applicant is NOT a listing agent for any active listing filed with the MLS;
- Waiver Applicant is NOT part of a designated real estate "Team" where one of more of the other Team members are subscribers to the MLS
- Waiver Applicant is NOT a Co-List agent where one of more of the other Agents are subscribers to the MLS
- MLS Participant / Principal Broker must verify waiver recipient(s) subscription to a different MLS. Verification can include, but is not limited to: 1) invoices, 2) receipts, 3) letters of good standing, or 4) any other documentation that can demonstrate that subscription is held in another MLS.

Signature of MLS Participant / Designated Broker Date

Printed Name of MLS Participant / Designated Broker

Print Company Name

WAIVER OF INDIVIDUALS AFFILIATED WITH MLS PARTICIPANT

The Participant hereby acknowledges the Waiver Applicant(s) below have been informed that any change to their waiver eligibility as defined herein must be communicated immediately to the Participant. Waiver Applicant(s) further acknowledges that non-compliance with the terms of the Application Form and its notification provisions will result in the Participant incurring Subscriber Fee and a non-compliance fee. Participant certifies that the following real estate and appraiser licensees meet all the requirements for receiving an MLS Subscription Fee waiver as described herein:

(This form must be filled out fully by the Participant/Principal Broker. The MLS will respond to the Participant with "Approved" or "Denied" confirmation.)

Waived Licensees, Brokers, and Appraisers					
Applicant Name	Real Estate License #	Subscribing MLS	Date of Application for Waiver	MLS Use Only	
				MLS approval or denial	Date

Applicant Name	Real Estate License #	Subscribing MLS	Date of Application for Waiver	MLS Use Only	
				MLS approval or denial	Date