



1901 Main Street, STE 175 | Columbia, SC 29201

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Application for Subscribers

Name as shown on Real Estate License: _____
(Please Print)

License No.: _____ Exp. Date: ____/____/____

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip: _____

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

I would like the MLS to send any mail correspondence to my: Home ____ Office ____

Firm Phone: _____ Would you like this number to appear on listings? Yes No

Firm Fax: _____ Would you like this number to appear on listings? Yes No

Cell Phone: _____ Would you like this number to appear on listings? Yes No

E-Mail: _____ Web Page: _____

What is your specialty? Residential ____ Commercial ____ Both ____

Are you affiliated with an association of REALTORS®?

No ___ Yes Association/ Board Name _____ NRDS/Member # _____

Are you a subscriber of any other MLS(s)? No Yes MLS Names: _____

Have you or your firm ever been disciplined by a local Board/Association? Yes No

If yes, attach copies of discipline.

Is there any discipline pending in any other Board/Association or was there any discipline pending at the time of your termination with such Board/Association? Yes No

If yes, please indicate the Board/Association or MLS and the nature of the pending discipline.

Have you ever been disciplined by a licensing agency, or had your real estate license suspended or revoked? Yes ___ No

If yes, attach copies of the discipline specifying the place(s) and dates(s) of such action, and detail the circumstance relating thereto.

Have you ever been convicted of a felony? Yes No

If so, give detail including state of court conviction:



1. **No Refunds.** I understand that my dues and MLS fees are non-refundable. In the event I fail to maintain eligibility for subscribership or for MLS Services for any reason under the bylaws or MLS rules, including but not limited to discipline by the Association/MLS, I understand I will not be entitled to a refund for my dues or fees. **ALL SUBSCRIBERS ARE COMMITTED TO A MINIMUM OF SIX (6) MONTHS SUBSCRIBERSHIP.**
2. I understand I am required to submit a copy of my Real Estate License as a condition of subscribership.
3. I understand that participants/subscribers who are not members of an Association of REALTORS® are not entitled to use the term REALTOR®; non-REALTOR® subscribers must abide by the Rules and Regulations of the MLS as adopted or amended from time-to-time; this includes the participation in a hearing due to violations of the Rules and Regulations and also the duty to arbitrate business disputes with other MLS participants. Non-Member participants are not entitled to vote; to serve as an officer or director; or on any committee; to receive discounts on any of the association services that are not part of the MLS, or to participate in or have a voice in the administration of the MLS.
4. I am enclosing with this application my application fees and quarterly fees, and agree to pay such fees as they may change from time-to-time so long as I am a subscriber of the MLS. Fees are to be paid quarterly. If not paid by the due date each licensee is subject to late fees as well as a reinstatement fee. Failure to pay dues will result in termination of membership.
5. I agree not to give or sell my password to any person nor make it available to any person. I further understand the United States Code prohibits unauthorized access to computer data bases. I agree not to allow such unauthorized access by use of either any of my equipment or pass codes.
6. I acknowledge receipt of a copy of the Bylaws of the MLS, and agree to abide by such Rules and Regulations as they exist and as they may from time-to-time be amended.
7. I understand that I am expected to undergo an orientation for the MLS website and submit evidence that I have done so in the mediums approved
8. I understand that by providing above mailing address(es), e-mail address(es), telephone number(s), and fax number(s), I consent to receive communications sent from Palmetto MLS via U.S. mail, e-mail, telephone, facsimile at those numbers/locations or any electronic correspondence made possible through this information.
9. I agree as a condition of participation in the MLS to abide by all relevant Bylaws, Rules and other obligations of participation including payment of fees. I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list real property of the type filed with the Palmetto MLS and or/accept offers of cooperation and compensation made by other Participants through this MLS. I agree that I must continue to engage in such activities during my participation in this MLS. I further agree to be bound by the Code of Ethics on the same terms and conditions as board/association members 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 termination of my MLS privileges and that I may be assessed an administrative proceeding fee which may be in addition to any discipline, including fines, that may be imposed.

REPRESENTATIONS AND COVENANTS In regard to lockbox and key use the Subscriber covenants and agrees:

- a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the Rules and Regulations, and a third party brings an action against PMLS and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless PMLS and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by PMLS and/or Supra in such proceeding.
- b. That neither PMLS nor Supra shall be liable 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 the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.
- c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.
- d. To provide PMLS and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action. The obligations set forth in this Section shall survive termination of this Agreement.

(All applicants must sign)

Agent's Signature _____ Date: _____

I hereby certify that the above agent/broker is affiliated with me.

Broker's Signature _____ Date: _____

NOTE: Applicant acknowledges that if accepted as a subscriber and he/she subsequently resigns or is expelled from membership in the Board with an ethic complaint or arbitration request pending, the Board of Directors may condition renewal of subscription upon applicant's verification that he/she will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if applicant resigns or is expelled from the service without having complied with an award in arbitration, the Board of Directors may condition renewal of subscription upon his/her payment of the award, plus any costs that have previously been established as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.