



-NEW OFFICE-

**BIC must be a Designated REALTOR® Member of our Association**

**Must have active license with North Carolina Real Estate Commission**

**REQUIRED TO ATTEND ORIENTATION AND MLS TRAINING**

**MUST TAKE THE CODE OF ETHICS ONLINE TRAINING WITHIN 120 DAYS OF APPLICATION**

**Application Packet Includes**

Application for New Office, MLS Participant Agreement, CCMLS Enrollment Agreement, Sentrilock System Rules Acknowledgment, Sentrilock Cooperation Agreement, and Member Dues and MLS Fees Proration Chart.

**Please fill out all forms in their entirety!**

New Office Setup Fee \$1500

**NOTE:** The CCAR application fee is a one-time charge and shall not be required a second time from a prior member who was in good standing at the time the membership was vacated, who is applying for the same class of membership and whose membership has not been vacated for more than one (1) year.



## Application for New Office

Firm Name: \_\_\_\_\_

Firm License Number: \_\_\_\_\_

Broker in Charge: \_\_\_\_\_

BIC NRDS Number: \_\_\_\_\_

Designated Realtor (If different from BIC): \_\_\_\_\_

DR NRDS Number: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Firm Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

\_\_\_\_\_

Print Broker Name

\_\_\_\_\_

Broker Signature

Date

\*New office MLS setup fee is \$1500.00

Office Use:

Paid: \_\_\_\_\_

NRDS: \_\_\_\_\_

Flex: \_\_\_\_\_

QB: \_\_\_\_\_

Sentrilock: \_\_\_\_\_

Email: \_\_\_\_\_

# North Carolina Regional MLS, LLC

## Participant Agreement

This AGREEMENT is made and entered into by North Carolina Regional MLS, LLC ("NCRMLS"), with offices at P.O. Box 7097, Jacksonville, NC 28540; and \_\_\_\_\_ ("Firm Participant"), with offices at \_\_\_\_\_.

### DEFINITIONS AND USAGE.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

**Individual Participants:** With regard to each office of Firm Participant, the individual responsible for Firm Participant's conduct under NCRMLS Policies that is a "participant" as that term is defined in the NCRMLS Policies.

**NCRMLS Affiliates:** NCRMLS Affiliates means NCRMLS and its officers, Managers, employees, agents, representatives, licensors and shareholders.

**NCRMLS Database:** All data available to Firm Participant on the NCRMLS System, including the Participant Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

**NCRMLS Policies:** NCRMLS's then current bylaws, rules and regulations, and policies and procedures adopted by NCRMLS's board of managers or authorized delegates, as NCRMLS amends them from time to time.

**NCRMLS Service:** The services NCRMLS provides to Firm Participant under this Agreement and similar services NCRMLS provides to third parties under similar agreements, including any access or license to the NCRMLS Software, the NCRMLS Database, and the NCRMLS System.

**NCRMLS Software:** NCRMLS's proprietary web browser interface(s) to the NCRMLS System.

**NCRMLS System:** The aggregate of all hardware and telecommunications systems that NCRMLS maintains, or that NCRMLS contractors maintain on its behalf, in order to make access to the NCRMLS Database available to Firm Participant.

**Other Participants and Subscribers:** All Participants and Subscribers of NCRMLS not party to this Agreement.

**Participant Contribution:** All data that the Subscribers submit, contribute, or input in the NCRMLS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered.

**Saved Information:** Information that Subscribers store in the NCRMLS System for their own later use that is not intended by them to be available to Other Participants and Subscribers, including client prospect and contact information.

**Schedule of Fees:** NCRMLS's document that establishes the fees for NCRMLS Service.

**Subscribers:** Firm Participant's employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

2. **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(a) Wherever the term "including" is used, it means "including, but not limited to."

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable.

(c) Wherever the term "law" is used, it means all statutes, regulations, and case law, both state and federal, as they are amended. Without limiting the generality of the foregoing, "law" expressly includes all state and federal fair housing statutes and regulations.

### NCRMLS'S OBLIGATIONS.

3. Subject to the terms and conditions of this Agreement and the NCRMLS Policies, NCRMLS shall provide one unique user ID and password to each of the Subscribers that is authorized to obtain access to the NCRMLS service by virtue

of this Agreement or another license agreement; and Individual Participants for which Firm Participant is responsible shall have all rights and obligations of a participant in NCRMLS as set forth in the NCRMLS Policies. The user ID and password will provide Individual Participants access to all data and functions in the NCRMLS Service to which Individual Participants are entitled under the NCRMLS Policies. NCRMLS makes no warranties, however, that the NCRMLS Service will be available at all times.

### FIRM PARTICIPANT ACKNOWLEDGMENTS.

4. **Modifications to service.** NCRMLS may, but is not required to, modify the NCRMLS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the NCRMLS Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control.** NCRMLS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the NCRMLS Database or the Participant Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, NCRMLS may take any steps necessary in its judgment, including deleting the Participant Contribution or portions thereof, to avoid or remedy any violation of law, breach of the NCRMLS Policies or infringement of intellectual property right.

6. **Conditions of service.** Firm Participant must at all times have an Individual Participant designated for each office. Firm Participant shall ensure that at all times Individual Participants for which Firm Participant is responsible under this Agreement satisfy the prerequisites for participation in the NCRMLS Service. The prerequisites are set out in the NCRMLS Policies; at present, they include a requirement that Individual Participants either (a) hold a real estate broker's license, be actively engaged in real estate brokerage, and offer and receive offers of compensation from other brokerage firms; or (b) be licensed or certified by an appropriate regulatory agency to engage in the appraisal of real property. Individual Participants must maintain active membership in a REALTOR® association at all times during the term of this Agreement. Subscribers may enter and retrieve active listing information on the NCRMLS Service only if Firm Participant offers compensation to or accepts compensation from other principal brokers.

7. **Saved Information.** Saved Information may not always be available to Firm Participant and may become available to unauthorized persons. NCRMLS is not liable for unauthorized access to or loss of Saved Information. Firm Participant is responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. **Disclosure to third parties.** NCRMLS reserves the right to distribute to third parties certain information about Firm Participant, including Firm Participant's and Individual Participants' names and business addresses, phone numbers and email addresses. NCRMLS reserves the right to distribute to third parties aggregated information about Firm Participant's, Individual Participants, and Other Participants' and Subscribers' use of the NCRMLS Service, but not about Firm Participant's or Individual Participants' use specifically.

9. **Disclosure to government.** Firm Participant acknowledges that NCRMLS may provide government agencies access to the NCRMLS Service at any time in NCRMLS's sole discretion.

10. **Priority of agreements.** Firm Participant must enter into this Agreement before any Subscriber may obtain access to the NCRMLS Service.

11. **If Firm Participant is an appraisal firm,** Firm Participant acknowledges that certain information in the NCRMLS Database, including information about listings currently for sale, may be withheld from Firm Participant and Individual Participants pursuant to the NCRMLS Policies.

12. **IDX and VOW data access subject to separate agreement.** Firm Participant acknowledges that access to NCRMLS's IDX or VOW database and

data feeds can occur only subject to a separate written agreement between NCRMLS, Firm Participant and Subscriber, as applicable.

## FIRM PARTICIPANT'S OBLIGATIONS.

**13. Use limited.** Firm Participant shall use the NCRMLS Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate, strictly as permitted by the NCRMLS Policies. Except as expressly provided in this Agreement and the NCRMLS Policies, Firm Participant shall not copy, create derivative works of, distribute, perform, or display the NCRMLS Service or any part of it, except the Participant Contribution.

**14. Confidentiality.** Firm Participant shall maintain the confidentiality of its user ID and password. NCRMLS issues each Subscriber a separate ID and password, and Participant must not facilitate sharing of passwords among Subscribers. Firm Participant shall ensure that the Subscribers maintain the confidentiality of their user IDs and passwords and that no one but authorized Subscribers obtains access to the NCRMLS Service or any part of it. To maintain the confidentiality of all user IDs, passwords, the NCRMLS Database, and the NCRMLS System, Firm Participant shall take the greater of reasonable care or the care it takes to protect its own confidential information. Failure to comply with this provision will result in a significant fine, as set forth in the NCRMLS Policies. Firm Participant may disclose information confidential under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, the disclosing Firm Participant first gives reasonable notice to NCRMLS to permit NCRMLS to seek a protective order.

**15. Equipment.** Firm Participant shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the NCRMLS Software, necessary for Participant's use of the NCRMLS Service.

**16. Participant Contribution.** With regard to any Subscriber making a Participant Contribution to the NCRMLS Service, Firm Participant warrants that the information submitted complies with the NCRMLS Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Firm Participant warrants that the Participant Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation or proceeding pending or threatened with respect to the Participant Contribution.

**17. Subscriber agreements.** Firm Participant shall ensure that each Subscriber who will have access to the NCRMLS System or NCRMLS Database, enters into a Subscriber agreement with NCRMLS. Firm Participant is liable for all fees due under each Subscriber agreement.

**18. Subscriber supervision.** Firm Participant shall ensure that all Subscribers comply at all times with the NCRMLS Policies and with applicable laws. Firm Participant is liable for any Subscriber's breach of any agreement between the Subscriber and NCRMLS relating to the NCRMLS Service or violation of any of the NCRMLS Policies as if Firm Participant had committed it.

**19. List of Subscribers.** Firm Participant shall ensure NCRMLS, through its Member Associations has a current list of all of Subscribers; Firm Participant shall inform NCRMLS in writing of any change in the Subscribers within 24 hours of the change.

**20. Accurate information.** Firm Participant warrants that the Subscribers have used and will use reasonable care to ascertain the accuracy of the Participant Contribution and its compliance with all laws. Firm Participant shall ensure that any changes to the Participant Contribution are made on the NCRMLS System within such time as NCRMLS shall provide in the NCRMLS Policies. Pursuant to the NCRMLS Policies, Firm Participant shall provide to NCRMLS all documentation NCRMLS requests of Firm Participant to ascertain Firm Participant's compliance with this Agreement.

## INTELLECTUAL PROPERTY.

### 21. Election regarding copyrights in Participant Contributions.

When you put listing and related information into the North Carolina Regional MLS, LLC (NCRMLS) System you choose, classify, categorize, order, and group material or data. In copyright-law terms, you are "selecting," "coordinating," and "arranging" this information, and these acts are components of a "compilation copyright." Pursuant to NCRMLS's policies, NCRMLS owns the compilation

copyright in the NCRMLS databases. Consequently, as a condition of accessing the NCRMLS System, you must agree as witnessed by your signature, that your provision of selection, coordination, and arrangement to the NCRMLS System is a work made for hire under the Copyright Act of 1976. If for any reason it cannot be provided as a work made for hire, you agree to assign your selection, coordination, and arrangement in the NCRMLS System to NCRMLS. Your agreement that selection, coordination, and arrangement is a work for hire or to assign the same in the event it is not provided as a work for hire, does not change ownership of the original text (like public remarks), photographs, or videos that you create for your listings.

Firm Participant must elect from the following options. If no election is indicated, or if both options are checked, then Participant is deemed to have selected Option 2.

### ☐ OPTION I

(a) **Assignment from Participant.** Firm Participant hereby unconditionally assigns to NCRMLS all right, title and interest in the Participant Contribution, including, without limitation, any copyrights therein under U.S. and international copyright law; Firm Participant warrants that it has the authority to make this assignment. Firm Participant acknowledges that once it has made the election agreeing to this section, all copyrights in all portions of the Participant Contribution, whether submitted prior to or after executing this Agreement, shall irrevocably vest in NCRMLS.

(b) **NCRMLS Obligations.** NCRMLS hereby grants to Firm Participant a non-exclusive, perpetual, world-wide, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution and those portions of the NCRMLS Database relating to Firm Participant's listings. NCRMLS shall make quarterly registrations of the NCRMLS's copyrights in the NCRMLS Database; NCRMLS shall employ reasonable efforts to detect and hinder third parties using the Participant Contribution without Firm Participant's permission.

### ☐ OPTION II

(a) **License from Participant.** Firm Participant hereby grants to NCRMLS a non-exclusive, perpetual, world-wide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution. Firm Participant warrants that it has the authority to grant this license.

(b) **NCRMLS has no obligations to protect.** Firm Participant acknowledges that: (i) NCRMLS makes no grant of license or assignment to Firm Participant of any rights in the NCRMLS Database except as set forth in paragraph 22; (ii) NCRMLS will make no effort to register the copyrights in the Participant Contribution, and Firm Participant will be responsible for all costs and efforts associated with registration; (iii) timely copyright registration is a prerequisite to suing a copyright infringer, and is necessary in order to obtain certain remedies available under the U.S. Copyright Act; (iv) **NCRMLS will employ no efforts whatsoever to detect or hinder third parties using the Participant Contribution without Firm Participant's permission;** (v) NCRMLS will make no effort to secure for Firm Participant the right to use copyright works created by Subscribers or third parties.

**22. Other licenses.** NCRMLS hereby grants Firm Participant a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Agreement to use the NCRMLS Software and the NCRMLS Database (excluding the Participant Contribution) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Agreement and the NCRMLS Policies and only to deliver real estate brokerage or appraisal services to Firm Participant's bona fide customers. All uses of the Licensed Materials not expressly authorized in this Agreement and the NCRMLS Policies are prohibited. Title to the Licensed Materials remains at all times in NCRMLS and shall not pass to Firm Participant.

23. **Further Participant warranty.** Firm Participant warrants that (a) the Participant Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Firm Participant has the written consent of any party necessary to provide the Participant Contribution to NCRMLS.

24. **Limitations on use by NCRMLS.** NCRMLS agrees during the term of this Agreement not to license or distribute the Participant Contribution to any third party that is not a real estate brokerage or appraisal subscriber to the NCRMLS Service if Firm Participant has indicated in writing its desire to withhold the Participant Contribution from such third party after NCRMLS has provided notice of its intention to provide the Participant Contribution to the third party. For purposes of the previous sentence, brokers participating in any MLS in a data sharing relationship with NCRMLS that includes an offer of interbroker compensation are subscribers to the NCRMLS Service.

## **FEES AND PAYMENT TERMS.**

25. **Applicable fees.** Firm Participant shall pay the fees set forth in its Member Associations' official Schedule of Fees, which its Member Association may amend at any time subject to the terms of Paragraph 29.

26. **Payment terms.** Firm Participant shall pay the fees according to the terms set out in the its Member Association's Policies.

27. **No refunds.** The Member Association need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the Member Associations' Policies provide otherwise. Initiation fees, if any, are not refundable.

28. **Taxes.** All fees for the NCRMLS Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Firm Participant shall pay all such taxes and levies other than any tax or levy on the net income of its Member Association.

29. **Fee increases.** The Member Association may amend the Schedule of Fees at any time at its sole discretion. The Member Association shall provide written notice to Participant at least thirty days in advance of the effective date of any fee increase. If Participant objects to the increase, Participant may terminate this Agreement by written notice to NCRMLS at any time before the effective date of the increase.

30. **Fines.** NCRMLS' Member Associations may collect fines from Firm Participant and from Individual Participants for violation of the NCRMLS Policies by Firm Participant, Individual Participant and Subscribers. Payment terms for fines are set out in the Member Associations' Policies. The Member Association may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

## **TERM AND TERMINATION.**

31. **Term.** This Agreement shall commence upon the Effective Date set forth below and shall continue thereafter on a month-to-month basis until terminated.

32. **Termination for breach.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of three days after written notice to the breaching party if the breach or nonperformance has not then been remedied.

33. **Termination for breach of NCRMLS Policies.** Paragraph 32 notwithstanding, NCRMLS may terminate this Agreement if Firm Participant fails to comply with the NCRMLS Policies; if Firm Participant violates or is alleged to have violated the NCRMLS Policies, this Agreement shall not be terminated in accordance with the terms of this section until any hearing or appeal rights of Firm Participant have expired as provided in the NCRMLS Policies. If in NCRMLS's judgment, however, a violation or alleged violation of the NCRMLS Policies is resulting in a continuing harm to NCRMLS or Other Participants or Subscribers, NCRMLS may suspend Firm Participant's access to the NCRMLS Database during the pendency of any hearing or appeal.

34. **Termination for failure to pay.** In the event Firm Participant fails to pay any fees required under this Agreement, NCRMLS may terminate service

without being subject to arbitration. In its sole discretion, NCRMLS may suspend its performance under this Agreement rather than terminating it, in the event that Firm Participant fails to pay any fees required under this Agreement.

35. **Termination without breach.** Either party may terminate this Agreement with or without cause, upon thirty days' written notice to the other party.

36. **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (a) NCRMLS shall deactivate Firm Participant's and Individual Participants' user ID and password, and Firm Participant and Individual Participants shall have no further access to the NCRMLS Service; (b) Firm Participant shall purge all copies of the NCRMLS Software and the NCRMLS Database (except the Participant Contribution) from Firm Participant's personal computers, and shall cause Individual Participants and Subscribers to do the same; and (c) all licenses granted hereunder, except the license to the Participant Contribution in Paragraph 21 Option I(b) and Paragraph 21 Option II(a), if any, shall immediately terminate.

37. **Effect on Subscribers.** In the event of any termination or suspension of this Agreement, upon NCRMLS notice to Subscriber, NCRMLS may in its sole discretion suspend Subscriber access to NCRMLS System or terminate Subscriber license and access agreements. If NCRMLS does not exercise its right to suspend Subscriber access to the NCRMLS System or terminate Subscriber license and access agreements, the Subscriber license and access agreement shall continue in force with the intellectual property option selected by Firm Participant in the terminated agreement.

## **DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION.**

38. **DISCLAIMER OF WARRANTIES.** NCRMLS PROVIDES THE NCRMLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE NCRMLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE NCRMLS SERVICE ARE AT THE SOLE RISK OF FIRM PARTICIPANT. THE NCRMLS AFFILIATES DO NOT WARRANT THAT THE NCRMLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE NCRMLS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE NCRMLS SERVICE. THE NCRMLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE NCRMLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE NCRMLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The NCRMLS Service may contain hyperlinks to web sites operated by parties other than NCRMLS; NCRMLS does not control such web sites, is not responsible for their contents, does not endorse the sites or contents, and may have no relationship with the sites' operators.

39. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** NONE OF THE NCRMLS AFFILIATES SHALL BE LIABLE TO FIRM PARTICIPANT OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE NCRMLS SERVICE, INCLUDING RELIANCE BY ANY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE NCRMLS SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE NCRMLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE NCRMLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

40. **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL NCRMLS BE LIABLE TO FIRM PARTICIPANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT HAS PAID NCRMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

41. **Indemnification.** Firm Participant shall defend, indemnify and hold the NCRMLS Affiliates and Other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding

initiated by any third-party against the NCRMLS Affiliates or Other Participants and Subscribers arising from any acts of Subscribers, including (a) putting inaccurate information into the NCRMLS Service; (b) making unauthorized use of Subscriber's password; (c) making unauthorized use of the NCRMLS Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any warranty under this Agreement; and (f) violating this or any other Agreement or any law.

**42. Acknowledgment.** Firm Participant acknowledges that NCRMLS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

## **DISPUTES AND REMEDIES.**

**43. Injunctive relief.** Firm Participant acknowledges and agrees that the NCRMLS Software and NCRMLS Database are confidential and proprietary products of NCRMLS and that in the event there is an unauthorized disclosure of them by Firm Participant, no remedy at law will be adequate. Firm Participant therefore agrees that in the event of such unauthorized disclosure of NCRMLS Software or NCRMLS Database, NCRMLS may obtain injunctive relief or other equitable remedies against Participant in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

**44. Dispute resolution.** In the event NCRMLS claims that Firm Participant has violated the NCRMLS Policies, NCRMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the NCRMLS Policies, provided MLS does not also base a claim that Firm Participant has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 34, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Jacksonville, North Carolina, except that it may be held by telephone where the Arbitration Rules expressly so permit. Firm Participant agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Jacksonville, North Carolina.

**45. Liquidated damages.** Firm Participant acknowledges that damages suffered by NCRMLS from access to the NCRMLS Service by an unauthorized third party as a result of disclosure of Firm Participant's password or an unauthorized disclosure by Firm Participant of the NCRMLS Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to NCRMLS to enter into this Agreement with Firm Participant, Firm Participant agrees that (a) in the event that any disclosure of Firm Participant's or Individual Participants' password results in access to the NCRMLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Firm Participant shall be liable to NCRMLS for liquidated damages in the amount of \$5,000 (or the amount established in the NCRMLS Policies, whichever is greater) and termination of this Agreement; and

(b) in the event that Firm Participant makes unauthorized disclosure of any portion of the NCRMLS Database to any third party, Firm Participant shall be liable for liquidated damages in the amount of \$5,000 (or the amount established in the NCRMLS Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

**46. Legal fees.** In the event of legal action or arbitration between NCRMLS and Firm Participant, or NCRMLS and any Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration. If NCRMLS is the prevailing party in an action against a Subscriber, Firm Participant shall be obligated to pay these costs on the Subscriber's behalf.

## **MISCELLANEOUS.**

**47. No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by NCRMLS and Firm Participant, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

**48. Interpretation and amendment.** Firm Participant expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). NCRMLS may amend this agreement by providing 30 days' advance notice of the amendment to Firm Participant. If Firm Participant or any Subscriber continues to use the NCRMLS Service or NCRMLS Database after the expiration of the 30-day notice period, Firm Participant will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

**49. Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Firm Participant. Any purported assignment in contravention of this section is null and void.

**50. Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Paragraphs 38 through 42 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Firm Participant's access to the NCRMLS Service shall immediately terminate.

**51. Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina applicable to contacts made and performed in North Carolina, without regard to its conflicts of law and choice of law provisions.

**52. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

Having read this Agreement, the parties express their will to be bound by its terms by setting their signatures below.

**Firm Participant**

\_\_\_\_\_  
Signature of REALTOR Association AE

\_\_\_\_\_  
Firm Participant name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature of principal

**North Carolina Regional MLS, LLC**

\_\_\_\_\_  
Print name of principal

\_\_\_\_\_  
Signature of NC Regional MLS, LLC CEO

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Effective Date

## Crystal Coast MLS, Inc Enrollment Agreement

THIS AGREEMENT is made and entered into by and between the Crystal Coast MLS, Inc., and the Participant or Subscriber, as the case may be, to be effective immediately upon the clicking of acceptance by the Participant or Subscriber.

### RECITALS

1. The Crystal Coast MLS, Inc. ("MLS") operates a Multiple Listing Service for the use of authorized participants and subscribers. The MLS is wholly-owned by the Carteret County Association of REALTORS®, Inc. ("CCAR").
2. The Participant or Subscriber wishes to utilize the MLS, including the additional security features that have recently been incorporated into the MLS. For purposes of this Agreement, the terms "Participant" and "Subscriber" shall be defined as set forth in the Handbook on Multiple Listing Policy of the National Association of REALTORS® as the same may be amended from time to time.
3. As a condition of the Participant or Subscriber's participation in the MLS, the Participant or Subscriber agrees to enter into this agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. The Participant or Subscriber agrees to abide by all MLS rules, regulations, bylaws and policies, as they may be amended and updated from time to time (including the fines and penalties for infractions thereof), including but not limited to the rules, regulations, bylaws and policies specifically set forth herein.
2. The MLS agrees to maintain its Multiple Listing Service in accordance with National Association of REALTORS® ("NAR") Handbook on Multiple Listing Policy and to have its governing documents reviewed by NAR on a periodic basis as required by NAR policy.
3. The Participant or Subscriber agrees to prohibit access to the MLS by those not authorized to use the MLS, and agrees to keep any security features, including but not limited to passwords, confidential.
4. The Participant or Subscriber agrees to maintain listing information in a complete, accurate, and timely manner, and take full responsibility for the information entered.
5. The Participant or Subscriber agrees to allow the MLS to distribute and disseminate listing information to other participants and subscribers of the MLS, and to others, with approval of the Participant, as may be desired or necessary, consistent with the functions of an MLS.
6. The Participant or Subscriber acknowledges that any copyright and ownership interest in property images taken by photographers through agreement with the MLS shall belong to the MLS. Copyright and ownership interests in images submitted by the Participant or Subscriber shall remain with the Participant or Subscriber. The Participant or Subscriber grants a license to the MLS to reproduce, distribute and transform the image and place an MLS copyright legend on the image. The Participant or Subscriber represents that it has the right to authorize the MLS to so utilize any such image and agrees to indemnify and hold the MLS harmless from and against any liability that the

7. MLS may incur as a result of any claim that the MLS did not have the right to utilize any such image according to the license herein granted.
8. The Participant or Subscriber agrees not to sell MLS data or to recompile MLS data, derive products or analyses from the MLS data, or distribute in written, printed or electronic form, proprietary or copyrighted information of the MLS other than the Participant or Subscriber's own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of the MLS and the property owner whose information is so disseminated, except for appraisal or comparative market analysis ("CMA") purposes or the marketing of properties or prospective purchasers or tenants.
9. The Participant agrees to pay the MLS for all fees incurred for the use of the MLS for each of his or her Subscribers.
10. The Participant agrees to take full responsibility for actions taken by any of his or her Subscribers, and will do everything in his or her power to ensure that his or her Subscribers follow the MLS Rules.
11. The Subscriber acknowledges and understands that in addition to his or her own responsibility for complying with all MLS rules, regulations, bylaws and policies as set forth more fully above, his or her Participant is fully responsible for the Subscriber in matters pertaining to the MLS.
12. The Participant agrees to take full responsibility for any persons other than Subscribers contracted or employed by the Participant or his or her Subscribers, including but not limited to office assistants and clerical staff, and acknowledges that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.
13. The Subscriber acknowledges and understands that the Participant is fully responsible for any other persons contracted or employed by the Participant or the Subscriber, including but not limited to office assistants and clerical staff, and acknowledges that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.
14. The Subscriber or Participant agrees to abide by all relevant Bylaws, Rules and other obligations of membership including the payment of fees. If the Participant or Subscriber is a REALTOR® member of a board or association other than CCAR, the Participant or Subscriber further agrees to be bound by the Code of Ethics on the same terms and conditions as CCAR 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 CCAR. The Participant or Subscriber (whether a CCAR member or not) understands that a violation of the Code of Ethics could result in termination of the Participant or Subscriber's MLS privileges and the imposition of an administrative processing fee of up to \$500 in addition to any discipline, including fines, that may be imposed.
15. The Participant or Subscriber confirms that he/she currently, and will on a continual and ongoing basis in the operation of his/her real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants or Subscribers through the MLS. Participant or Subscriber agrees that he/she must continue to engage in such activities during his/her participation in the MLS, and acknowledges that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

IN WITNESS THEREOF, the parties hereto have executed this MLS Enrollment Agreement as of the date written below.

\_\_\_\_\_  
Subscriber Signature "Agent"

\_\_\_\_\_  
Date

By signing below, I acknowledge that I am The Participant (as defined above) of the office named below and that this Subscriber has my permission to use and meets the requirements for using the MLS.

\_\_\_\_\_  
Participant Signature "Broker of Record/Broker In Charge"

\_\_\_\_\_  
Date

Subscriber Name \_\_\_\_\_

Participant Name \_\_\_\_\_

Office Name \_\_\_\_\_

Office Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Office Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_  
CCMLS Representative Signature

\_\_\_\_\_  
Date

**CRYSTAL COAST MLS, INC. SENTRILOCK COOPERATING AGREEMENT**  
**You are subject to the Fines/Sanctions as set forth by the Cooperating Association/MLS's policy from which the lockbox is administered.**

1. Any Member who fails to secure a property after showing may be required to appear before the local Association that administers the lockboxes for possible sanctions for the violation of these Rules and Regulations, as provided herein.
2. Existence of a Lockbox on a property does not automatically grant access to agents. Appointments for showings with the seller for the purchase of listed property filed with the Association/MLS's service shall be conducted through the listing broker, except under the following circumstances:
  - a) the listing broker gives the cooperating broker specific authority to show directly, or
  - b) contact your applicable showing service to schedule all showings in the MLS;
  - c) after reasonable effort, the cooperating broker cannot contact the listing broker or his representatives; however, the listing broker, at his option, may preclude direct contact.
3. Sentrilock Users are required to use the lockbox, even when the occupant lets them in, for accurate recording keeping.
4. Lockboxes may be placed on any property type referred to in the NCRMLS Rules, for sale or for rent.
5. No lockboxes are allowed on "coming soon" listings.
6. Except for model homes, lockboxes must be removed from any expired, sold, cancelled, or rented listings within three business days. If the lockbox is not removed, a Sentrilock User may call the Association/MLS office, obtain a shackle release code and return the box to the Association/MLS office.
7. All lockboxes must be obtained from the Association/MLS where the member holds MLS membership. Your access to the Sentrilock system is thru the Association/MLS where membership is held.

**Cooperating Associations:**

**Carteret Rules:** 252-247-2323

**Wilson Rules:** 252-243-2966

**Jacksonville Rules:** 910-347-6556

**Neuse River Regional Rules:** 252-636-5364

**Topsail Rules:** 910-329-1406

**Washington Beaufort:** 252-923-0889

By signing this agreement, I agree to abide by the Rules and Regulations for any Sentrilock box, I choose to access, that belongs to the Carteret County Association of REALTORS® /Crystal Coast MLS (CCMLS), Jacksonville Board of REALTORS® (JBOR), Topsail Island Association of REALTORS® (TIAR), Neuse River Region Association of REALTORS® (NRRAR), Wilson Board of REALTORS® (WBOR), Washington Beaufort County Board of REALTORS® (WBCBOR) and any additional Signatories to the Cooperative Sentrilock Agreement.

I understand that I am responsible for becoming familiar with the rules set out in the attached document as well as the rules of each individual Association/MLS. I will be responsible for any violation that I incur while accessing lockboxes belonging to any of the above-named Associations/MLS'.

Agent Name: \_\_\_\_\_

Primary Association/MLS:

\_\_\_\_\_

Company:

\_\_\_\_\_

Email:

\_\_\_\_\_

Phone

#: \_\_\_\_\_

\_\_\_\_\_

4 Digit Pin#: \_\_\_\_\_ (can not begin with 0 or be all consecutive numbers i.e. 1234)

**AUTHORIZED USER SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# CRYSTAL COAST MLS, INC. SENTRILOCK/SENTRIKEY®

## AUTHORIZED USER AGREEMENT

### For Designated REALTOR® (BIC)

Upon acceptance of this AUTHORIZED USER AGREEMENT (the "Agreement") this Agreement will govern my right, as the Authorized User, to use the Lockbox System as hereinafter defined.

CRYSTAL COAST MLS, INC. ("CCMLS") and SentiLock, LLC ("SentiLock") have contracted under separate agreement for lockbox services, namely SentiLock Bluetooth® REALTOR® Lockbox Series System ("Lockbox System"). The Lockbox System includes the Bluetooth REALTOR® Lockbox ("Lockbox") and access to SentiKey® and SentiConnect® apps for management of the Lockbox access and administration. Association/Board will offer the Lockbox Services to active Participants and Subscribers of the Association/Board. The parties agree as follows:

**1) TERM:** The term of this Agreement begins on the date the Authorized User accepts this Agreement and terminates on the earlier of: (1) termination of CCMLS master agreement with SentiLock; (2) the Authorized User terminates participation with CCMLS; (3) CCMLS terminates this Agreement as provided in Section 12; or (4) the Authorized User terminates this Agreement with written notice to CCMLS. Upon termination of this Agreement for any reason, Authorized User shall surrender his/her usage of the Lockbox System immediately and return all Lockboxes to CCMLS in good condition. Authorized User shall reimburse CCMLS for the cost of any damaged or lost Lockboxes, including any applicable shipping charges.

**2) USE:** All Sentrilock Lockboxes provided by the MLS are, and will remain, the property of the Crystal Coast MLS, Inc. (CCMLS). This service is being provided for the use of authorized licensees and employees consistent with **Part two – H. Lockbox/Key Repositories** in the NAR Handbook on Multiple Listing Policy. These items may not be lawfully bought, used or sold by any other party and must be returned to the Association office promptly upon membership termination. If the Lockbox is not returned upon membership termination, CCMLS is authorized to charge the full cost of the item and/or file a stolen property report with the local authorities, at the ex-member's cost.

**3) CCMLS or SentiLock may, at any time, fine an Authorized User in the amount of \$1,000, suspend or terminate access to the SentiLock System and revoke Lockbox Service for sharing or loaning any Lockbox System credentials to another person, whether or not they are a member of the CARTERET COUNTY ASSOCIATION OF REALTORS® and/or CRYSTAL COAST MLS, INC.**

**4) PAYMENT:** CCMLS shall invoice the Authorized User for Lockbox Services annually or in accordance with CCMLS billing policy. Authorized User will be assessed a non-refundable User Fee for use of the Lockbox System. The User fee will be prorated monthly for new Users. If Authorized User fails to pay the User Fee by the due date, CCMLS may assess a reactivation fee, and de-activate Authorized User's service until the fees and any penalties are paid in full.

**5) LICENSE:** Authorized User acknowledges that the Lockbox System and the Lockbox are the sole property of CCMLS. Authorized User acknowledges that the System is a work in which SentiLock has patent, copyright and trademark rights and that the license to CCMLS is for the purpose of facilitating its members' ability to show real estate they have listed for sale or conduct ancillary real estate services related to the sale of real estate. Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing, or otherwise transferring the System or any portion or element thereof. Authorized User shall use the Lockbox System in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Lockboxes. Any Lockbox registered to Authorized User by CCMLS under this Agreement shall be returned as required by SentiLock or CCMLS. CCMLS may, at its discretion, require Authorized Users to replace the SentiLock Lockboxes with replacement SentiLock lockboxes compatible with the system.

**6) DEPOSIT:** A \$250 deposit will be required for a new Participant/Firm to receive lockboxes. The deposit will be refunded after the return of all boxes assigned to Designated REALTOR® Participant or person designated by the Participant. Boxes must be in clean operating condition, unless accompanied by a support ticket from Sentrilock. The Broker-In-Charge (BIC) can designate another CCMLS member who participates in the Sentrilock system to be the responsible party for the lockboxes loaned to the firm.

**7) DISTRIBUTION:** Lockboxes will be distributed as needed with the following limitations for Participant/Firm's with over 5 lockboxes. The Firm's number of active listings: Residential, Time Share/Fractional, Multi-Family and Commercial listings will be totaled. Each Participant/Firm may keep that number of lockboxes plus an additional 5 lockboxes in their inventory for any firm with 5 or less Brokers. (I.E. Firm has 100 qualifying listings in inventory, can keep 105 lockboxes.) Lockboxes over this number must be returned to CCMLS at audit time or upon CCMLS' request.

**8) AUDIT:** All Lockbox holders (Designated REALTOR® Participant or person designated by the Participant) are subject to an annual audit and to a random audit of the Lockboxes assigned to them at any time. The Participant/Firm or their designee will be the responsible party for maintaining the inventory of the lockboxes loaned to the firm and agrees to respond in a timely manner to all audit requests and inquiries in regard to the lockboxes loaned to the firm. The Participant/Firm or their designee must hold/maintain an active CCMLS Sentrilock account. Each lockbox placed on a property must be assigned to the appropriate MLS listing on the Sentrilock website. The Lockbox holder will account to CCMLS for each Lockbox assigned to them by serial number within thirty (30) days of receipt of the audit request. **If an Audit is not returned within the 30-day time period, a fine of \$50 will be imposed on the Participant/Firm.** The Participant/Firm will reimburse CCMLS, at the current replacement cost, for any Lockboxes not accounted for at the conclusion of the audit. If the lockbox holder provides a police report for stolen lockboxes or a police or fire report for destroyed lockboxes, the replacement cost will be waived. Unaccounted for Lockbox Billing: (a) If invoice for unaccounted Lockboxes is not paid within 30 days, a late fee of \$50 will be assessed to the invoice (b) If invoice is not paid within 60 days and amount due is under \$500, a fine of \$100 will be assessed to the Participant/Firm (c) If invoice is not paid within 60 days and amount due is over \$500, Participant/Firm's information will be sent to a collection agency to recover the amount due. (d) If invoice is not paid within 60 days and Participant/Firm is no longer active, and the amount due is under \$500, the \$250 deposit at time of Lockbox initiation will be taken as payment. (e) If invoice is not paid within 60 days and Participant/Firm is no longer active, and the amount due is over \$500, the \$250 deposit at time of Lockbox initiation will be taken as payment along with Participant/Firm's information sent to a collection agency to recover the remaining amount due. Upon request of CCMLS, Lockbox holders will submit any requested lockboxes to the Association Office within 48 hours of request or will be fined \$250.

**9) LOSS AND DAMAGE:** All Sentrilock Lockboxes will be returned to the Association in good operating condition, unless accompanied by a support ticket from Sentrilock. If the Lockbox is not in a clean and working condition, a **\$50 fine** will be imposed to the Participant/Firm. If the Lockbox has been tampered with by Agent or Seller and broken into, then the Lockbox is considered theft and SentiLock will not replace the Lockbox. A \$100 fine will be imposed to the Participant/Firm who brings in such Lockboxes.

Any defective Lockbox is to be reported first to Sentrilock and if deemed defective and under warranty, Sentrilock will request removal by a locksmith. If the lockbox is **not** under warranty the lockbox holder is responsible for removing the lockbox. In the event the lockbox cannot be removed by the lockbox holder, the defective lockbox will be reported to CCMLS, who will request a locksmith to remove the lockbox. The cost of the locksmith will be billed to the responsible Participant/Firm. The lockbox holder is responsible for replacing batteries and other upkeep to the lockboxes they hold. CCMLS will provide a reasonable number of batteries for the number of lockboxes assigned to Designated REALTOR® Participant or person designated by the Participant.



**10) USER CHANGES:** The Designated REALTOR® Participant of each participating office will be responsible for notifying CCMLS in writing of the departure of any licensed or employed SentiLock User within three (3) business days of the severance date.

The Designated REALTOR® Participant of each participating office will be responsible for notifying CCMLS in writing of the termination of their personal and/or office CCMLS membership.

The Designated REALTOR® Participant of each participating office will be responsible for notifying CCMLS in writing of the dissolution of their office and will be responsible for the return, in clean operating condition, of all assigned Lockboxes or will pay the current Lockbox replacement cost unless box(s) is accompanied by a support ticket issued from SentiLock.

A Designated REALTOR® Participant who opts out of the SentiLock Lockbox program must return all Lockboxes in clean operating condition, unless box(s) is accompanied by a support ticket issued from SentiLock within three (3) business days of the opt out notification.

**11) DISCLAIMER OF WARRANTIES:** CCMLS is not the manufacturer, supplier or dealer of or in the Lockbox System. Accordingly, CCMLS makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof, or their materials or workmanship. CCMLS further disclaims any liability for loss, damage, or injury to Authorized User or third parties as a result of any defects, latent or otherwise, in the Lockbox System, whether arising from Board/Association's negligence or application of the laws of strict liability. Authorized User takes possession of any and all Lockboxes issued to it "AS IS".

**12) FAILURE TO COMPLY:** Authorized User agrees to be subject to the disciplinary rules and procedures of CCMLS for violation of any provision of this Agreement. The Authorized User may appeal any fine in writing to the CCMLS BOARD OF DIRECTORS. CCMLS or SentiLock may, at any time, fine an Authorized User, suspend or terminate access to the SentiLock System and revoke Lockbox Service for cause, including but not limited to:

- a) Violation of CCMLS Rules and Regulations, applicable Bylaws, or other applicable rules or policies including regulations of the State Department of Licensing and Regulatory Affairs and the National Association of REALTORS®;
- b) Non-payment of fees due, regardless of conduct or other rules;
- c) Sharing or loaning any Lockbox System credentials to another person, whether or not they are a member of the CARTERET COUNTY ASSOCIATION OF REALTORS® and/or CRYSTAL COAST MLS, INC.
- d) Allowing access to the Lockbox without Seller's written authorization;
- e) Criminal activity including property damage and theft from a property secured by a SentiLock lockbox; or
- f) Dissemination of any information that would jeopardize the security or integrity of the System, property secured by such, or the safety of the Authorized User, property owner(s), occupant(s), clients, customers, or other real estate professionals.

**13) INDEMNIFICATION:** Authorized User agrees to indemnify and hold CCMLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against CCMLS resulting from loss, use or misuse of the Lockbox System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use

of the SentiLock System. The Authorized User shall promptly notify CCMLS of any claim, and cooperate fully with them in defending or settling any claim.

**14) ASSIGNMENT:** Authorized User shall not assign or transfer this Agreement or any rights or obligations under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitute ground for immediate termination of this Agreement by CCMLS.

**15) ENTIRE AGREEMENT:** This written contract expresses the entire agreement between the Authorized User and CCMLS with respect to the Lockbox System. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Authorized User.

**AGREEMENT AND ACKNOWLEDGEMENT:** I acknowledge that I have read and agree to comply with CRYSTAL COAST MLS, INC. Rules and Regulations and Lockbox System Policies as may be from time to time amended. A copy of the CRYSTAL COAST MLS, INC. Rules and Regulations and Lockbox System Policies can be found online by logging into the CARTERET COUNTY ASSOCIATION OF REALTORS® website. I understand that violations of CRYSTAL COAST MLS, INC. Rules and Regulations and Lockbox System Policies may result in fines and/or suspension or termination of Lockbox Service.

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**AUTHORIZED USER SIGNATURE**

**DATE**

NEW Primary Realtor Member Only

2023

	**REALTOR Dues	**MLS Fees	SentriLock	Total
January	\$831.00	\$401.00	\$27.56	\$1,259.56
February	\$788.41	\$350.66	\$18.40	\$1,157.47
March	\$745.83	\$300.32	\$9.24	\$1,055.39
April	\$703.24	\$401.00	\$110.00	\$1,214.24
May	\$660.65	\$350.66	\$100.84	\$1,112.15
June	\$618.07	\$300.32	\$91.68	\$1,010.07
July	\$575.48	\$401.00	\$82.52	\$1,059.00
August	\$532.89	\$350.66	\$73.36	\$956.91
September	\$490.31	\$300.32	\$64.20	\$854.83
October	\$447.72	\$401.00	\$55.04	\$903.76
November	\$405.13	\$350.66	\$45.88	\$801.67
December	\$362.55	\$300.32	\$36.72	\$699.59

**\*\* Includes the \$250 Application Fee**

Non-Member Dues	CCAR	\$176.00
	NCR	\$185.00
	NAR	\$150.00
		<hr/>
		<b>\$511.00</b>

# Carteret County Association of REALTORS®

## NEW MEMBER DUES 2023

	CCAR Local Dues	NCAR State Dues	NAR National Dues *	RPAC *	Application Fee
January	\$176.00	\$185.00	\$195.00	\$25.00	\$250.00
February	\$161.33	\$169.58	\$182.50	\$25.00	\$250.00
March	\$146.66	\$154.17	\$170.00	\$25.00	\$250.00
April	\$131.99	\$138.75	\$157.50	\$25.00	\$250.00
May	\$117.32	\$123.33	\$145.00	\$25.00	\$250.00
June	\$102.65	\$107.92	\$132.50	\$25.00	\$250.00
July	\$87.98	\$92.50	\$120.00	\$25.00	\$250.00
August	\$73.31	\$77.08	\$107.50	\$25.00	\$250.00
September	\$58.64	\$61.67	\$95.00	\$25.00	\$250.00
October	\$43.97	\$46.25	\$82.50	\$25.00	\$250.00
November	\$29.30	\$30.83	\$70.00	\$25.00	\$250.00
December	\$14.63	\$15.42	\$57.50	\$25.00	\$250.00

\*NAR National Dues includes NAR Consumer Advertising Campaign Assesment of \$45 that is not prorated

New Member Dues do not pertain to previous members who renew their membership within the last 12 months

\* RPAC is voluntary

## Carteret County Association of REALTORS®

### Renewing Members 2023

January - December \$581.00

### Secondary Member Dues 2023

	CCAR Local Dues*
January	\$426.00
February	\$411.33
March	\$396.67
April	\$382.00
May	\$367.33
June	\$352.67
July	\$338.00
August	\$323.33
September	\$308.67
October	\$294.00
November	\$279.33
December	\$264.67

\*CCAR Local Dues includes one time application fee of \$250

\*\*Application fee is waived for MLS Regional Participants

# Crystal Coast MLS, Inc.

## New Member Fees 2023

New Member Prorated MLS Fees		New Agent App Fee	Total
January	\$151.00	\$250.00	\$401.00
February	\$100.66	\$250.00	\$350.66
March	\$50.32	\$250.00	\$300.32
April	\$151.00	\$250.00	\$401.00
May	\$100.66	\$250.00	\$350.66
June	\$50.32	\$250.00	\$300.32
July	\$151.00	\$250.00	\$401.00
August	\$100.66	\$250.00	\$350.66
September	\$50.32	\$250.00	\$300.32
October	\$151.00	\$250.00	\$401.00
November	\$100.66	\$250.00	\$350.66
December	\$50.32	\$250.00	\$300.32

New MLS Only Member Prorated MLS Fees		New Agent App Fee	Total
January	\$161.00	\$250.00	\$411.00
February	\$107.33	\$250.00	\$357.33
March	\$53.66	\$250.00	\$303.66
April	\$161.00	\$250.00	\$411.00
May	\$107.33	\$250.00	\$357.33
June	\$53.66	\$250.00	\$303.66
July	\$161.00	\$250.00	\$411.00
August	\$107.33	\$250.00	\$357.33
September	\$53.66	\$250.00	\$303.66
October	\$161.00	\$250.00	\$411.00
November	\$107.33	\$250.00	\$357.33
December	\$53.66	\$250.00	\$303.66

New Agent Application Fee: \$250

New Office Application Fee: \$1500

\*To qualify for appraiser quarterly fee, the entire office must be appraisers

New Appraiser Prorated MLS Fees		New Agent App Fee	Total
January	\$115.00	\$250.00	\$365.00
February	\$86.25	\$250.00	\$336.25
March	\$57.50	\$250.00	\$307.50
April	\$115.00	\$250.00	\$365.00
May	\$86.25	\$250.00	\$336.25
June	\$57.50	\$250.00	\$307.50
July	\$115.00	\$250.00	\$365.00
August	\$86.25	\$250.00	\$336.25
September	\$57.50	\$250.00	\$307.50
October	\$115.00	\$250.00	\$365.00
November	\$86.25	\$250.00	\$336.25
December	\$57.50	\$250.00	\$307.50

New MLS Only Appraiser Prorated MLS Fees		New Agent App Fee	Total
January	\$125.00	\$250.00	\$375.00
February	\$93.75	\$250.00	\$343.75
March	\$62.50	\$250.00	\$312.50
April	\$125.00	\$250.00	\$375.00
May	\$93.75	\$250.00	\$343.75
June	\$62.50	\$250.00	\$312.50
July	\$125.00	\$250.00	\$375.00
August	\$93.75	\$250.00	\$343.75
September	\$62.50	\$250.00	\$312.50
October	\$125.00	\$250.00	\$375.00
November	\$93.75	\$250.00	\$343.75
December	\$62.50	\$250.00	\$312.50

New Agent Application Fee: \$250

New Office Application Fee: \$1500

\*To qualify for appraiser quarterly fee, the entire office must be appraisers

## Crystal Coast MLS, MLS Access Fees Renewing Members 2023

### Quarterly Access Fees

CCAR Member	\$151.00
CCAR Appraiser*	\$115.00
MLS Only Member	\$161.00
MLS Only Appraiser	\$125.00

# SentriLock Fees

## New Member Fees 2023

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April	\$110.00
May	\$100.84
June	\$91.68
July	\$82.52
August	\$73.36
September	\$64.20
October	\$55.04
November	\$45.88
December	\$36.72
January	\$27.56
February	\$18.40
March	\$9.24