



SUBSCRIBER APPLICATION PROCEDURES

Thank you for inquiring about participating in MetroList Services, Inc. (MLS). Outlined on this cover sheet are our application procedures.

The following items **MUST BE RECEIVED** in order to process your application request:

- Application: Must be fully completed and signed.
- California Department of Real Estate License: You must be actively listed on the DRE website (www.dre.ca.gov) to be eligible for participation in the MLS. Please note that the office information listed on the MetroList application must match your DRE record.
- Picture ID: A copy of your valid picture ID (driver's license, passport, etc.).
- Lockbox Key Agreement: If requesting key service, a completed MetroList eKEY Sub-License Agreement is required. Please be sure to indicate what 4-digit pin code you would like assigned to your key.
- Payment: Includes Application start-up and quarterly fees. Payment must be collected in order to complete the application process.

IMPORTANT NOTE: Applicants must either appear in person at any MetroList Administrative Center, submit a notarized application or provide evidence of the Applicant's identity that is satisfactory to MetroList.

You may email, fax, hand-carry or mail your application package to the Administrative Center of your choice.

Please contact the Administrative Center to expedite your application request or to inquire about their specific processing hours.



ADMINISTRATIVE CENTER LOCATIONS

Amador County Association of REALTORS®
577 South State Highway 49
Jackson, CA 95642
(209) 223-3874
Fax (209) 223-3876
acar@metrolist.net

Nevada County Association of REALTORS®
336 Crown Point Circle
Grass Valley, CA 95945
(530) 272-2627
Fax (530) 272-2646
ncaor@metrolist.net

Central Valley Association of REALTORS®
531 E Yosemite Avenue
Manteca, CA 95336
(209) 858-1700
Fax (209) 858-1709
cvar@metrolist.net

Placer County Association of REALTORS®
270 Technology Way, Suite 100
Rocklin, CA 95765
(916) 624-8271
Fax (916) 624-8023
pcar@metrolist.net

El Dorado Association of REALTORS®
4096 Mother Lode Drive
Shingle Springs, CA 95682
(530) 676-0161
Fax (530) 676-0180
edcar@metrolist.net

Sacramento Association of REALTORS®
2003 Howe Avenue
Sacramento, CA 95825
(916) 922-7711
Fax (916) 283-8812
sar@metrolist.net

Lodi Association of REALTORS®
777 South Ham Lane, Suite B
Lodi, CA 95242
(209) 368-5316
Fax (209) 368-8289
lar@metrolist.net

Sutter-Yuba Association of REALTORS®
1558 Starr Drive
Yuba City, CA 95993
(530) 674-4222
Fax (530) 674-4304
syaor@metrolist.net

LAR Modesto Branch Office
1620 North Carpenter Road, Suite D48
Modesto, CA 95351
(209) 523-5316
Fax (209) 523-5317
modesto@metrolist.net

Yolo County Board of REALTORS®
449 Elm Street
Woodland, CA 95695
(530) 666-4253
Fax (530) 666-7444
ycar@metrolist.net



MetroList Services, Inc.
Participant/Subscriber Application

For MLS Use Only
Member #
Office #
Assoc.

Applicant Information
Mr Ms First Name M.I. Last Name
Generation Nickname
Mailing Address
City State Zip Code

Company/ Office Information
Office Name
Office Street Address
City State Zip Code
Office Mailing Address (P.O.Box or Street)
City State Zip Code
Office Phone Office Fax

Applicant Contact Information
Preferred Invoicing Method: Mail Invoice Email Invoice
Preferred Mailing Address: Home Office Preferred Fax: Office Personal
Cell Phone Personal Fax
Home Phone Other Phone
I want the following telephone numbers to appear on my listings:
Primary Phone Office Cell Home Other
Secondary Phone Office Cell Home Other
Email Address
Website Address
I would like the billing of my MetroList MLS & Key (if applicable) services to be set up as:
Quarterly billing by MetroList.
Monthly automatic charges to my credit or debit card.

Required For Identification Purposes
Date of Birth
SSN - Last 4 digits
Mother's Maiden Name
Driver's License Number
Place of Birth

License Information
Types of DRE/OREA License: Agent Broker Corporate Officer Appraiser
License Number License Expires
Additional DRE/OREA License: Agent Broker Corporate Officer Appraiser
License Number License Expires

License
Information
continued

I am a
(select one):

- Broker Licensed Appraiser
 Salesperson Appraiser in Training

And, I am
(select one):

- a Broker Participant
 an Appraiser Participant
 an employee or an independent contractor affiliated with a Broker/Appraiser Participant
 a sole proprietor
 a general partner
 a corporate officer
 a non-principal

If I select sole proprietor, general partner or corporate officer, then I understand that I must answer the following:

1. Are you subject to any pending bankruptcy proceedings? Yes No
2. Have you been a bankruptcy debtor within the last 3 years? Yes No
3. Have any sanctions been imposed upon you by a court or other lawful authority within the past 3 years arising from the violation of:
- Civil rights laws Yes No
- Real estate licensing laws Yes No
- Other laws prohibiting unprofessional conduct Yes No

I am also a member of the following MLS(s): _____

I have belonged to the following MLS(s): _____

- (select one): I have not been disciplined by one of the above MLS(s)
 I have been disciplined by one of the above MLS(s), and I have attached copies of the discipline

- (select one): I have not been disciplined by the DRE or BREAA
 I have been disciplined by the DRE or BREAA, and I have attached copies of the discipline

MLS Rules

By signing this application, I understand and agree to abide by the MLS Rules as adopted and amended by MetroList Services, Inc. ("MetroList"). I specifically acknowledge my obligation to comply with the MLS Rules, including the portions referred to or summarized below, with the numbers cited in parentheses throughout this section referring to particular sections of the MLS Rules. All references below to the "MLS" mean MetroList's MLS.

- a. I have completed the MLS Orientation Program by reading the MetroList MLS Orientation Program Manual. (4.1 and 4.2)
- b. I understand that, in order to have continued access to the MLS, I must maintain a valid, active real estate license or certificate at all times. (4.1 and 4.2)
- c. I understand that my continued participation in the MLS is dependent on my timely payment of all fees as charged by MetroList. (4.1 and 4.2)

MLS Rules
continued

- d. If I am an applicant other than a principal, partner or corporate officer of the real estate firm/appraisal firm, then I must remain employed by or affiliated as an independent contractor with a Broker Participant (4.2.1) or employed by an Appraiser Participant. (4.2.2)
- e. I agree to register all Clerical Users (licensed or unlicensed) with the Service. I understand Clerical Users are authorized limited access to the MLS for clerical tasks only and may not perform any activity that requires a real estate license. I also agree that any violation by a Clerical User that has registered with the MetroList MLS can result in discipline to me and potential termination of my MLS participation. (4.3, 12.12.1 and 14.1.d)
- f. If I am a Broker or an Appraiser Participant, then I must list all licensees and certificate holders and their license numbers that are working under my license and have attached said list to this application. (4.4)
- g. I understand that my participation in the MLS is not transferable. (4.5)
- h. I agree that I will input or submit to the MLS any and all property listings I obtain and that I will maintain said listings in accordance with the MLS Rules. (7.6)
- i. I understand and agree that I have no ownership of or copyrights to the content or data contained in the MLS; that I will preserve the confidentiality of the MLS compilations (including downloaded MLS information); and that I will not share any MLS content or data nor reproduce any portion of the active listings in the MLS unless specifically authorized under the MLS Rules. (Sections 11 and 12)
- j. I understand that I will be assigned a unique user name (“Agent ID”) by MetroList. I understand that if I permit another person to use my Agent ID for access to the MLS computer system without authorization from MetroList, I will be subject to a fine and/or other disciplinary action up to and including termination of MLS services. I understand that unauthorized access to and/or use of computers, computer systems or computer data, including misuse of my Agent ID, may be a crime under California law, including Penal Code section 502. (12.20)
- k. I understand that all access to the MLS system furnished or permitted under these MLS Rules is furnished without warranty of any kind, either express or implied, and all such warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose, are disclaimed by MetroList.

I further understand that MetroList will not be responsible for the interruption of, interference with, lessening of or suspension of any of the services or access to the MLS system or to information to be provided hereunder if caused by strikes, earthquakes, lockouts, riots, epidemics, war, government regulation, fire, flood, natural disasters, Acts of God or material shortages, failures, malfunctions or inadequacies of equipment not provided by MetroList, or any other cause not under the control of MetroList, or for material shortages, failures, malfunctions or inadequacies of equipment or software provided by MetroList or any other party during any transition or upgrade from one computer system to another computer system or any computer system upgrade.

I agree that in no event will MetroList or its officers, directors, employees, representatives and agents, be liable to Participants, Subscribers and/or Clerical Users or to any other person for any indirect, special, or consequential damages, including without limitation, any loss of profits or loss of revenues arising out of or in connection with the use or performance of the MLS system operation or other services furnished by MetroList. (12.21)

- l. I will not lend nor make available the electronic key (“Key”) that has been issued or authorized to me by MetroList for use with MetroList’s electronic lockbox system (the “Keybox System”) to any person, even if said person is a Participant or Subscriber or a registered Clerical User of the MLS; and I fully understand my obligations as the holder of a Key in the Keybox System. I understand that, if I am an Appraiser Participant or Appraiser Subscriber applicant, I am not eligible to purchase an electronic lock for use in the Keybox System (“Keybox”), to place a Keybox on any property, or to use a Key to enter a property without the express permission of the owner or listing agent.

(13)

<p>MLS Rules continued</p>	<p>m. I agree that all MLS Rules violations shall be processed in accordance with the MLS Rules, including Section 15 of the MLS Rules. (15)</p> <p>n. I acknowledge and agree that the Keybox System is not intended to be a security system and that my entry into any property by use of a Key will be entirely at my own risk, and I agree to accept full responsibility for any injuries or damages that might occur in connection with any such entry. I specifically waive and release MetroList and its officers, directors, employees, representatives and agents from any claims or liability arising from or relating to the use of my Key and/or the Keybox System.</p> <p>o. I acknowledge and agree that I must have the legal authority to enter, submit, attach, or upload any photographs, drawings, or other images or virtual media to the MLS system. I agree to defend, indemnify, and hold MetroList and its officers, directors, employees, shareholders, agents, affiliates, suppliers, successors and assigns, against and from all actions, liabilities, losses, claims, demands, judgments, awards, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from any photograph, drawing, image, graphic, or other content that I enter, submit, attach, or upload into the MLS system, including but not limited to any claims arising from the transfer, transmission, publication, or display of any such content to any other website or computer system, whether maintained or operated by MetroList or any other party. (11.4, 11.5)</p>
<p>Authorization and Agreement</p>	<p>I authorize MetroList and/or its representative(s) to verify any information in this application including contacting any multiple listing service, the DRE, current or past Brokers, Participants, salespersons, Subscribers and business associates. I further authorize any multiple listing services in which I have been a member or Participant or Subscriber to release all membership and disciplinary records to MetroList or its representative(s). I further authorize MetroList or its representative(s) to use this information in determining future disciplinary sanctions. I waive and release any claims and causes of action against MetroList and its officers, directors, employees, representatives and agents, including, but not limited to, claims relating to slander, libel, or defamation of character resulting from such verification, evaluation, or other processing of this application or use of the information gathered by MetroList or its representative(s).</p> <p>I hereby apply for participation as a Participant or Subscriber in the MetroList MLS. I have read and hereby agree to abide by the MLS Rules, as they may be amended from time to time.</p> <p>I understand and agree that the above statements are in addition to the MLS Rules, to which I have also agreed. Violation of any MLS Rule may result in discipline, fine and ultimate termination of my MLS service. In addition I acknowledge that my actions may cause damages to MetroList, and agree that MetroList may pursue any and all of its available legal remedies against me to recover such damages.</p>
<p>By checking this box, I am acknowledging that I have read and understood the following:</p> <input type="checkbox"/>	<p>I understand and agree that if I wish to change, modify, or terminate my participation in the MetroList MLS, I must do so in writing.</p> <p>I understand that it is my responsibility to pay my MetroList MLS fees when due.</p> <p>If payment of my MLS fees is not received by MetroList by the due date, my access to the MetroList MLS is subject to suspension and may later result in termination.</p> <p>I understand that it is my responsibility to notify MetroList if any information on this application becomes incorrect or changes.</p> <p>I understand that once my MLS rights are terminated, I must reapply through the MLS application process to become a Participant or Subscriber in the MLS and that I will be required to pay additional application fees.</p>



Required
Signature(s)

I declare under penalty of perjury under the laws of the State of California that the information given in this application is correct.

Executed at _____, CA

Subscriber Signature
Agent/Appraiser/BrokerAffiliate

Print Subscriber Name

Date

Participant Signature
Responsible Broker/Appraiser/Authorized Signer

Print Participant Name

Date

(Note: Future Participation Fees will be billed by MetroList Services, Inc.)