

MLS® Data Access Agreement
Application for Access to the MLS® Data of the Niagara Association of REALTORS® (NAR)

OFFICE ADMINISTRATOR

MEMBER ASSISTANT

Office Name	_____
Office Address	_____
City	_____ Postal Code _____
Office Phone	_____

Member Initials Broker of Record Initials

1. I hereby apply for a code to access the MLS® Data of the NAR (an "Access Code") on behalf of

Name of Administrator or Assistant

2. I understand that the NAR reserves the right in its sole discretion to deny or suspend access to its MLS® Data to any individual at any time for any reason. I understand and agree that this MLS® Data Access Agreement (the "Agreement") shall end on December 31 each year unless terminated prior to that date by the NAR, or in accordance with clause 7 below.

3. I certify that the individual on whose behalf I am making this application (the Office Administrator or Member Assistant) is employed by the member and is not registered to trade in real estate under the Real Estate and Business Brokers Act and is not a member/candidate member of the Appraisal Institute of Canada or of any other real estate appraisal or valuation organization (an "Appraiser"). I agree to notify the NAR immediately should the Administrator/Assistant become registered to trade in real estate and/or become an Appraiser.

4. I understand that the NAR recognizes Administrators/Assistants as extensions of members, employed for the sole purpose of supporting an individual member or a firm member in his/her/its real estate business and generating no revenue on behalf of the brokerage member.

5. I understand that Administrators/Assistants who are registered to trade in real estate under the Real Estate and Business Brokers Act are not eligible to receive Access Codes as Administrators and must hold membership in the NAR. I understand that Appraisers are not eligible to receive Access Codes as Administrators and must hold membership in the NAR as a 3rd Party Access Subscriber.

6. I understand and agree that access is not transferable. I will not provide this Access Code to anyone other than the Administrator/Assistant named above.

7. I agree to notify the NAR in writing within two (2) business days of the applicant's no longer being my Administrator/Assistant, and understand that the Access Code of the Administrator/Assistant will be disabled by NAR immediately upon that notification.

8. I understand and agree that Access Codes may be subject to fees as determined by the NAR directors from time to time, that such fees will be invoiced monthly in advance to the member directly, and that the fees are subject to any applicable taxes and may change without notice.

9. I understand that MLS® Data means the database of real estate listings and trades operated by the NAR for the benefit of its members and other users authorized by the NAR in writing, and includes any and all text, images or information gathered, compiled, stored, published, made available or disseminated by the NAR as part of the MLS®, in whatever format it is gathered, compiled, stored, published, made available or disseminated. I further understand that for the purposes of this Agreement, MLS® Data also includes information relating to NAR members, including but not limited to lists of names, addresses, telephone and facsimile numbers and e-mail addresses, as well as any financial, statistical and general information with respect to the NAR.

10. I agree to be responsible for all use of the Access Code provided by the NAR to the Administrator/Assistant. I acknowledge and agree that any use of the Access Code by the Administrator/Assistant that does not comply with the NAR Bylaws, Policies and MLS® Rules and Regulations will be considered to be my own unauthorized use and may be pursued against me through the NAR's Professional Standards and Discipline processes.

- 11. I understand and agree that technical support is available only to members of the NAR, courtesy assistance to Administrators/Assistants will be available on a limited basis at the sole discretion of NAR. _____
- 12. I understand that the Administrator/Assistant is required to take mandatory MLS® Database training and the Administrator/Assistant must participate in either of the first two training opportunities offered by NAR after acceptance of the Application. Said training will be done at the expense of the Member and/or Broker at the rate set by the Board of Directors from time to time for Unlicensed Administrator/Assistant training. _____
- 13. I understand and agree that the NAR shall not be responsible for any direct or indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the Administrator/Assistant's access to and use of MLS®Data, including but not limited to computer failure or interruption, computer programs used to access the MLS® Data, or negligence. _____

Declaration and Acknowledgement of Office Administrator/Member Assistant

Administrator
/Assistant
Initials

- 1. I have read this entire document and understand the agreements made by the NAR member by whom I am employed and who made this application for an Access Code on my behalf (my "Employer"). _____
- 2. I am not registered to trade in real estate under the Real Estate and Business Brokers Act. I agree to notify my Employer immediately if I become registered. _____
- 3. I understand that I am being provided with an Access Code for the sole and exclusive purpose and to the extent required to assist my Employer in his/her/its real estate business, and that I do not have the right to use, reproduce, print, publish, sell, rent or otherwise distribute the NAR's MLS® Data for any other purpose whatsoever. I understand that MLS® Data is confidential and no part of it may be sold or distributed to any third party or used in any manner that is not authorized by the NAR. _____
- 4. I will not disclose my Access Code to anyone, including other employees of the same company. _____
- 5. I understand that my Access Code may be suspended by the NAR at any time, for any reason. _____
- 6. I understand that use of the MLS® Data is subject to the NAR's MLS® Rules and Regulations and policies, and that both my Employer and I will be held responsible for my misuse of the MLS® Data. I understand that my Employer has been provided with a copy of the MLS® Rules and Regulations. _____
- 7. I understand that I must take MLS® Database training at NAR and that such training must be one of the first two such training sessions offered by NAR following acceptance of my application and access to the MLS® database. _____
- 8. I understand that, notwithstanding any sanctions and/or penalties imposed by the NAR against my Employer, the NAR reserves the right to seek any and all redress and remedies available to it in a civil action against me personally for any unauthorized use of or unauthorized access to the MLS® Data through the use of my Access Code. _____
- 9. Please list any other current employment.
 - 1. _____
 - 2. _____
 - 3. _____

10. If your employment changes (you accept other employment) you agree to notify the Association.

I confirm that the information provided in this application is true and accurate. Furthermore, if applicable, this supersedes any previous access agreement I may have signed. I have discussed with my Employer/Employee all the responses made in this application.

PASSWORD _____
(must contain at least 6 alpha letters and 1 number to a maximum of 10 Characters)

Name of Administrator/Assistant Signature of Administrator/Assistant Date

Administrator/Assistant E-mail Address

Name of Member Signature of Member Date

I confirm that the information provided in this application is true and accurate. I have discussed with the Member/Assistant all the responses made in this application. I acknowledge that it is my responsibility to notify the Association Office in writing upon my Office Administrator/Assistant's termination.

Name of Broker of Record Signature of Broker of Record Date

PAYMENT

- Payment enclosed:**
\$20.00 + HST (\$22.60) for the SAFEMLS Set-Up Fee as charged by the supplier **PLUS**
\$39.00 + HST (\$44.07) Quarterly fee for **Member Assistants only PLUS**
\$25.00 + HST (\$28.25) One-time fee for NAR Matrix Training **PLUS**
\$4.50 + HST (\$5.09) Quarterly fee for Office Administrator and Member Assistants

After initial payment, the quarterly fee will be charged to the Member on his/her quarterly invoice.

Total amount to be paid \$ _____.

Name on Card: _____

Payment by: Cheque VISA MasterCard

Card #: _____ Expiry Date: ____/____ CVC: _____

Signature: _____